

Annexure - 2

Firm – 1

Sr.	Firm Query	DHBVN Reply/Comment
1.	For Indian Power Utility/Distribution Franchisee, what is the basis of calculation of contract value/single order value (like , is it the sale of electricity only or it also included the establishment and capital equipment cost used for a single project.	It is clarified that sale of electricity is not counted towards technical experience. The technical experience is considered on the basis of single contract /work order against any project/work as per clause 2.1 of section-II Vol-I of the tender documents.
a	Since, a single project of power distribution/transmission network with this value is rarely awarded in India, it is requested to reduce the qualification criteria to 40 % for single project, 25% for two projects and 10% for five-six projects in last seven years.	No Change – As per the NIT terms and Conditions.
b	Liquid Asset (Clause 2.2 B- Financial Criteria): As per pre-qualification, it is mentioned that the bidder shall have liquid asset or evidence of access to or availability of credit facilities extended by any Indian Scheduled Bank for an amount not less than 25% of the NIT value. As a company we are associated with many numbers of Scheduled Banks, so the liquid asset should be sum of all the scheduled banks instead of restricting it to any scheduled bank.	It is clarified that liquid asset or evidence of access to or availability of credit facilities extended by more than one Indian Scheduled Bank shall be considered after summation.
2.	Clause ITB : General Conditions of Contract	
A	Under Necessary Terms & Conditions for Bidder in Point 7: It is mentioned that the variable prices as per IEEMA formula with maximum plus 10% ceiling, but on negative side it will be up to any extent. We request you to limit it to 10% on negative side also.	No Change – As per the NIT terms and Conditions.
B	Under Clause No.50.3 Taxation, Conditions of Contract, : It is mentioned that all taxation duties shall be included in bid price and any such taxes, duties, levies additionally payable to contractors account and no separate claim on this behalf will be entertained. Since, Goods and Services Tax may be applicable during execution of contract it should be an employers account to pay additional impact due to this.	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The desired amendment has also been made in the tender documents and being notified as AMENDMENT-1 which may also be referred to in this regard.
c.	<p>Terms of payment clause 33 : In clause 1, it is mentioned that the bidder shall supply materials only in Lots of individual item not exceeding 30% of the total quantity. The lot size should be minimum 50% of the total quantity.</p> <p>In Point 7, since the second Lot shall be allowed only when 60% material of the first lot has been erected and certified by Engineer-in-charge. There should be timeline for certification of erection bills.</p> <p>Under Common Point 3 the payment shall be made on 30th day of submission of bill. As mentioned in point 4 a rebate of 0.35% per week shall be availed if payment is made earlier than the period specified. Same shall be applicable as an interest, in case of payment made beyond the specified period.</p>	No change in the existing provision of lot size. Reasonable time shall be taken by concerned office for certification of the erected material. Under clause 33, Section-III, Vol-I, it is mentioned that the payment shall be made on 30th day of submission of the bill and requisite documents to the executing office by the contractor after attending the discrepancies / shortcomings, if any pointed out by the Engineer-in-charge/Executing office.

3	<p>General Points</p> <p>A. The entire ROW problem should be in client's Scope</p> <p>B. Any Co-ordination required with other agencies during execution of project should be in DHBVN's scope.</p> <p>C. All the necessary permission required for execution of project (like Municipal Corporation, Jal Board etc.) should be in DHBVN's scope.</p>	<p>Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project".</p> <p>Also Refer Sr. no 9 under clause 1.1 of section-II vol-I of tender documents under the title 'Restoration'</p>
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Firm -2

Sr No.	Condition	As Per NIT	Firm Query	DHBVN Reply/Comment
1.	Pre-qualifying requirement (technical)	<p>2.1. a) Atleast one single project of Power distribution/ transmission network work, having the contract value equal to atleast 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.</p> <p>2.1. b) Atleast two projects of power distribution/ transmission network work, each having the contract value equal to atleast 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.</p> <p>2.1.c) Atleast three projects of power distribution/ transmission network work, each having the contract value equal to atleast 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening</p>	<p>Under technical PQR, financial PQR has been incorporated, hence we feel that consideration should be given for number of Kms of HT & LT line erected/ completed in the last 5/ 3 years and PGCIL guideline be informed and financial capability should be covered under financial criteria.</p>	<p>No Change – As per the NIT terms and Conditions.</p>

Firm - 3

Sl. No.	Section/Clause/ Pg. No.	Description	Firm Observation/Comments	DHBVN Reply/Comment
1.	Cl. No 15, Section 1. Vol.1, ITB.	Earnest Money Deposit.	<p>Please let us know the Stamp Paper value on which the Earnest Money Deposit Bank guarantee Need to be Prepared.</p> <p>Also inform us whether the Earnest Money Bank Guarantee need to be prepared from a Nationalized/Scheduled Bank having local branch?</p>	<p>For BG stamp paper value should be as per Bank Standards and statutory provisions.</p> <p>As per clause 33.1 of section-I, volume-I, performance Bank Guarantee should be from a Scheduled / Nationalized Bank, in branch situated in Gurgaon / Hisar</p>
2.	Cl. No 2.1 Section 1. Vol.1, ITB.	Technical Qualification of Bidder.	<p>We request you to review the qualification requirement and relax the value /quantum as under:</p> <p>The bidder who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis</p> <p>a. At least one single Project of power distribution / transmission network, having the contract value equal to at least 50% of the estimated cost of this tender, during the last 3 completed financial years as on date of bid opening.</p> <p>OR.</p> <p>b. At least two projects of power distribution/transmission network, having the contract value equal to at least 40% of the estimated cost of this tender, during the last 4 financial years as on date of bid opening.</p> <p>OR.</p> <p>c. At least three projects of power distribution/transmission network, having the contract value equal to at least 30% of the estimated cost of this tender, during the last 5 completed financial years as on date of bid opening.</p> <p>Further to the above, we request you to confirm the following pertaining to the qualification requirement.</p> <p>1. Whether the partially completed projects with quantum as indicated above will be counted for</p>	<p>No Change – As per the NIT terms and Conditions.</p>

Sl. No.	Section/Clause/ Pg. No.	Description	Firm Observation/Comments	DHBVN Reply/Comment
			<p>demonstrating the Technical Qualification of Bidder.</p> <p>2. Please confirm whether Projects Awarded before 5/4/3 years however which are completed within Last 5/4/3 years will be counted for evaluating Bidders Technical Eligibility. Please appreciate that such large value projects may be delayed to number of factors which are not in the control of contractors and suitable time extension has been provided by customer due to the same.</p>	
3.	Cl. No. 14 Section 1. Vol.1, ITB.	Taxes and duties.	<p>We understand that in case of Bought-out materials all the Taxes, Duties, levies shall be included in the bidder's Quoted price including Sales tax and service tax on Erection portion, please confirm.</p> <p>In view of the introduction of GST in sight, we request you to consider the payment of introduction of any New taxes during the project period for bought-out items also.</p> <p>Also please inform us the various taxes/duties/levies/ surcharges which shall be considered during the evaluation of Prices Quoted by bidders.</p>	<p>The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The desired amendment has also been made in the tender documents and being notified as AMENDMENT-1 which may also be referred to in this regard.</p> <p>The provision of GST has not been made in the tender documents.</p> <p>The evaluation shall be done on the total price quoted by the bidder</p>
4.	Cl. No. 29 Section 1. Vol.1, ITB.	Taking Over.	<p>1. Kindly clarify, whether taking over of work will be done phase wise or after completion of entire work as per contract. We request you to allow Taking over of the work in phase wise manner.</p> <p>2. In Case of Phase Wise Taking over Whether the Warranty of Equipments shall be 60 Months from the Date of Phase-wise Taking Over? Please confirm</p>	<p>1. The taking over shall be for the project as a whole after completion in accordance with clause-25 Section-III vol-I and clause-1 section-II vol-I.</p> <p>2. No change in warranty clause – As per the NIT terms and Conditions.</p>
5.	Cl. No. 29 Section 1. Vol.1, ITB.	Warranty.	<p>We have noted that warranty/guarantee period has been specified as 60months for all items. As per standard practice the defect liability period for the project is 12 months and the warranty / guarantee for major item is 3/5 years based on the item.</p>	<p>No Change – As per the NIT terms and Conditions.</p>

Sl. No.	Section/Clause/ Pg. No.	Description	Firm Observation/Comments	DHBVN Reply/Comment
			Further the system maintenance of 5 years is in scope of the bidder and the remaining system performance is anyways monitored during this period. In view of the above, we request you to kindly accept warranty / guarantee period of 60 months for major items only.	
6.	Cl. No. 33 Section 1. Vol.1, ITB.	Terms of Payment.	Looking at the large value of the project and payment term interlinked with the erection of facilities, we request you to kindly review the Payment terms and modify the same as below. 1. Interest free mobilization advance @ 10% of total contract value against submission of bank guarantee. 2. 15% Retention may be released against submission of bank guarantee against Phase wise taking over. This retention BG shall be valid till the completion and taking over of entire project.	No Change – As per the NIT terms and Conditions.
7.	-----	ROW and Facility Restoration Charges.	1. As clarified during pre-bid meeting, any ROW issues arising during the course of project shall be resolved by DHBVNL and the same is not in Contractor's Scope please confirm. 2. Kindly confirm, whether the restoration/reinstatement to original state for Roads, Footpaths, Pavement etc. after the underground cabling work will not be included in bidder's scope of work, which shall be restored by DHBVNL directly with association of municipal committee. Please confirm.	1. Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " <i>Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project</i> ". 2. Refer sr no 9 under clause 1.1 of section-II vol-I of tender documents under the title ' Restoration '
8.	----	Approved Vendors List.	1. Please provide DHBVNL approved vendor's List for Street light Poles Fixtures and other key	The approved vendor list of street light equipments is not available.

Sl. No.	Section/Clause/ Pg. No.	Description	Firm Observation/Comments	DHBVN Reply/Comment
			<p>materials/Equipments.</p> <p>2. Also confirm whether in the event of order, materials / Equipments can be procured from new vendors who will meet the Manufacturer's Qualification criteria after successful Vendor approval procedure?</p> <p>3. There is no make of octagonal Poles given in the tender specification. The quantity of poles is huge and hence we request you to specify the make of pole manufactures based on their manufacturing capability so that good quality of Poles are supplied in the project. We are enclosing our Octagonal Pole Product detail & General specification for your review and needful</p>	<p>Refer clause 1.3 Section-II of Vol-I in this regard.</p> <p>Octagonal Poles – Specifications have already been provided in the tender documents.</p>
9.	----	Price Variation Indices.	<p>We understand that the Price Adjustments For Cables & Distribution Transformers shall be governed by the following IEEMA Circulars/Indices and formulas as mentioned.</p> <p>a. For Cables: 36/DIV/CAB/05 dated 07/01/2007.</p> <p>b. For DTR: 147/DIV/TRF/05 dated 31/08/2015.</p> <p>Please confirm the base dates for price variation calculations. Also we request you to allow price variation on other major items such as RMU / Pillar boxes / DB's etc.</p>	Refer clause 12 section-II vol-I.
10.	----	Tender Drawings.	Please provide the technical /Civil Drawings as mentioned in ANNEXURE-I of Vol II V_1. As the same is not provided along with tender documents.	Already Attached with the tender documents.
11.	----	----	We understand that the subject tenders are e-tenders and only the key documents such as Tender Fee, Earnest Money, Power of Attorney of Bid signatory. Any Affidavits/Declarations need to be submitted in hard copies. All other documents including Bidding forms, Formats of Tender Specifications which are part of Techno-commercial Bid. Qualification Documents etc. are to be	<p>Bid along with all the relevant documents are to be submitted/uploaded through e-tendering online. However, the bidders shall deposit stamped & signed hard copy replica/original documents of the online technical bid which the bidder has uploaded.</p> <p>The price bids i.e. Part-2 are to be</p>

Sl. No.	Section/Clause/ Pg. No.	Description	Firm Observation/Comments	DHBVN Reply/Comment
			uploaded to e-procurement portal in Soft Copy (Scanned) format. Please confirm.	submitted <u>online only</u> on the e-tendering portal and hard copy of the same will not be accepted.
12	Section IV, Contract Data	The Intended Completion Date for the whole of the Works is Eighteen (18) months from the date of issue of LOI with the following milestones.	Looking at the huge volume of work, we request you to review the completion period and change it to 24 months from effective date of award.	Please refer to the AMENDMENT-1 .

Firm - 4

Sl. No.	Volume & Sections	Item	Provisions in the document	Firm Proposal/Query	DHBVN Reply/Comment
1	Vol.1, Sec.22	Warranty	The warranty of equipment shall be for the period as per provisions made in the Technical specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is more.	The warranty of each equipment shall be for 60 months from the date of commissioning of that equipment.	No Change – As per the NIT terms and Conditions.
2	Vol.1, Sec.25	2.1 Technical	It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects. The bidder who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis:-	It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects OR an Indian power utility / distribution franchisee who is in the business of transmission / sale of electricity in India. The Contractor who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis OR the power utility / distribution	No Change – As per the NIT terms and Conditions.

				franchisee who wishes to participate in this tender should have executed and successfully commissioned in its own network :-	
3	Vol.1, Sec.28	Performance Criteria	The firm / bidders should have completed all the turnkey works in the utility issued on or before 31.12.2011 by DHBVN.	The existing contractors of DHBVN should have completed all the turnkey works in the utility issued on or before 31.12.2011 by DHBVN. This Criteria is not applicable to the firm / bidders who are not the existing contractors of DHBVN.	Please refer to the AMENDMENT-1 .
4	Vol.1, ITB,pag e 21	2. Laying of undergro und cables	The contractor will lay the underground cables in such a fashion that no straight through joints are required.....	The contractor will lay the underground cables in such a fashion that no straight through joints below 100 metres of cables are required.....	Please refer to the AMENDMENT-1 .
5	Vol.1, ITB,pag e 21	8. Dismantl ement of Street Lights The material of the street light to be dismantled need not be returned to the concerned HUDA / MCG Authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN as per cost.....	The material of the street light to be dismantled is to be returned to the concerned HUDA / MCG Authority / DHBVN Stores.	No Change – As per the NIT terms and Conditions.
6	Vol.1, ITB,pag e 26	12. Integratio n with AMIBidders under the present scope of Smart Grid work will design and provide SCADA compatible equipment and connectivity in such a fashion that the same is integrated smoothly with SCADA deployment included hardware / software for the entire Gurgaon on open platform so as to ensure successful SCADA operation which shall be the ultimate aim of this project for which contractor of this work will also be responsible.	As the bidder is not supplying the SCADA hardware & software and there is no SCADA control room at present, further clarification is required on the scope of the bidder. It is proposed to delete these from the scope of this bid.	Refer AMENDMENT-1
7	Vol.1, ITB,pag e 36	2.1 Technical	It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects. The bidder who wishes to participate in this tender should have executed and successfully commissioned, on turnkey basis:-	It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects OR an Indian power utility / distribution franchisee who is in the business of transmission / sale of electricity in India. The Contractor who wishes to	No Change – As per the NIT terms and Conditions.

				participate in this tender should have executed and successfully commissioned, on turnkey basis OR the power utility / distribution franchisee who wishes to participate in this tender should have executed and successfully commissioned in its own network :-	
8	Vol.1, ITB, page 39	2.6 b) Total annual turnover of erection and supply of material and equipment, over the last 3 years c) The performance as prime contractor for the erection and supply of material and equipment of similar nature over the last 5 years and details of other works and contractual commitments, presently in hand..... b) Total annual CAPEX for erection and supply of material and equipment, over the last 3 years. c) Add the following in the end – The power utility / distribution franchisee to submit the details for the erection and supply of material and equipment of similar nature over the last 5 years and details of other works and contractual commitments, presently in hand.....	No Change – As per the NIT terms and Conditions.

Firm - 5

Sr.No	Tender Clause	Firm Query	DNBVN Reply/Comment
1	Volume-1, Section-1, Clause-2: Qualification of the Bidder	It is noticed that there is no provision for consortium bidding by a reputed Engineering Contractor with Infrastructure experience (such as EIL) along with a Turnkey Contractor with experience of electrical turnkey projects. It is requested that the same may be included for competitive bidding	No Change – As per the NIT terms and Conditions.

Firm - 6

Sl. No.	Clause No.	Description	Firm Pre-Bid Query	DHBVN Reply/Comment
1		General Description	Request you to provide source of fund of this project.	The funding has not been tied up yet. It is proposed to arrange 25% the project cost as grant from MoP, Gol out of Power System Development Fund (PSDF) and balance 75% of the project cost to be arranged as loan from financial institution like power finance corporation (PFC) and State Govt equity etc.

Firm -7

Sr.No.	Reference Clause	Existing Provision	Firm Proposal/Query	DHBVN Reply/Comment
1	Necessary Terms & conditions Sr.No.21(a) (Page No.7 of vol-i)	To arrange the return Taxi/Air Travel at the contractors cost for the engineers/officers deputed for carrying out the inspection of the material	The limitation of such costs should be applicable up to two officials of the Nigam.	No Change – As per the NIT terms and Conditions.
2.	Necessary Terms & conditions Sr.No.22 (Page No. 8 of vol-1)	Warranty The warranty of equipments shall be for the period as per provisions made in the Technical specifications of the Nigam from date of commissioning or 60(sixty) months from the date of commissioning of the entire project, whichever is more.	The warranty exclusions to be clearly specified such as damage from third parties, other utilities, overloading etc. Otherwise, the same remains a contention while enforcing the warranty conditions.	No Change – As per the NIT terms and Conditions.
3.	Necessary terms & Conditions Sr.No.24 (Page No. 8 of vol-1)	Foreign firm : A foreign firm which wishes to participate in the bid should have an established base in India. The firm can only participate in the tender by entering into joint venture with an Indian firm as a partner and not as lead partner. The foreign firm should also be a company and should have successfully executed distribution/transmission turnkey projects in India during the last three years either individually or in Joint venture with an Indian firm. The foreign bidder must have its registered office (Under the companies Act 1956 with Registrar of Companies) in India.	AS per company laws, a foreign firm can have either Liaison office or Project office or Branch office. There is no provision for a foreign firm to have a Registered office in India. We propose the following amendments a) Foreign firm's project office be allowed after success in the bid. (b) Foreign firm be allowed to become lead partner with authorization to receive payment in the name of JV Partner. c) Foreign firm's international experience be allowed to be considered for the purpose of	No Change – As per the NIT terms and Conditions.

			qualification. d) Major equipment supplier be allowed to become JV partner.	
4.	Necessary Terms & Conditions Sr.No.31` (Page no.11 of vol-1)	The bidder shall have the valid license for carrying out 11kV or above voltage works from the Chief Electrical Inspector (CEI)of any state in India. However, before starting the work, he shall seek CEI Haryana license also.	The license of any partner in the JV may be considered for the purpose of qualification.	All the joint venture partners shall have the valid license in the name of respective firm/company as per the requirement of the clause.
5.	ITB Clause 4 (Page No.21 of vol-1)	The contractor shall supply and erect the distribution Transformers strictly in accordance with the finalized and approved locations as per the foot survey. In case any change is required due to ROW problems, alternate feasible nearby location shall be worked out and got approved from by the Nigam	The same be allowed to be approved in the Site Register or through Minutes of meeting at site.	No Change – As per the NIT terms and Conditions.
6.	ITB clause 2.4 (Page No.38 of vol.- I)		International supply experience may be considered.	No Change – As per the NIT terms and Conditions.
7.	Regarding ROW		ROW to be Nigam's account	Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " <i>Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project</i> ".
8	TPIA		The situation of appointment of TPIA be cleared in the bid documents.	PGCIL has already been appointed. However, Nigam reserves the right to engage more firms as Third party inspection agency, if required.

Firm - 8

Sr. No.	Firm Query	DHBVN Reply/Comment
1	Type of fiber optics port is not defined for optical connectivity of various devices like FRTU, RMU upto SACDA control room. Please specify the type of fiber optics port to be used. Considering your application and surrounding environment IP 68 rated connectivity at substation and distribution transformer would be the appropriate solution. We suggest to used IP 68 rated connector assemblies for this connectivity.	It is clarified that the description of the connections, accessories etc have not been mentioned and are to be designed by the turnkey contractor in accordance with the requirement of the project and the prevalent industry standards, subject to the approval of design by DHBVN. Refer Amendment-1 in this regard also.
2	Type of fiber optic distribution box required at Distribution Transformer locations is not defined. Kindly specify the type of fiber distribution box required at each distribution transformer location.	It is clarified that the description of the fibre optic distribution box etc have not been mentioned and are to be designed by the turnkey contractor in accordance with the requirement of the project and the prevalent industry standards, subject to the approval of design by DHBVN. Refer Amendment-1 in this regard also.

Firm -9

Sl.no	Clause No as per NIT	As per Tender	Firm Proposal for amendment	DHBVN Reply/Comment
1	Qualification of the Bidder Clause no 2.1.Technical	<p>a. At least one single project of power distribution/ transmission network work, having the contract value equal to at least 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid Opening.</p> <p>OR</p> <p>b. At least two projects of power distribution/ transmission network work, each having the contract value equal to at least 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.</p> <p>OR</p> <p>c. At least three projects of power distribution/ transmission network work, each having the contract value equal to at least 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening.</p>	<p>a) At least one single project of any infrastructure project of having the contract value equal to at least 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.</p> <p>b) Cumulative of project of power distribution/ transmission network work, having the contract value equal to at least 60% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.</p>	No Change – As per the NIT terms and Conditions.

Firm - 10

Sr. No.	Clause No.	DHBVN Clause Description	Pre-Bid Query	DHBVN Reply/Comment
1	General	Type of Contract	Please clarify whether DHBVN will issue divisible contract i.e One contract for supply & another contract for Erection. Please confirm.	Refer Amendment-1
2	General	The Bank Guarantee is issued using SFMS Platform by the bank's located in India.	To provide the EMD Bank Guarantee through SFMS Platform it is requested to provide the Banker's details of DHBVN. (Like IFSC Code)	AXIS Bank A/c No. 260010200000444, IFSC Code-UTIB0000260
3	Necessary Terms and conditions for Bidders against NIT/Sr. No-25/Clause-2.1	Pre-Qualification Requirement / Technical	PQR mention in the tender documents is very harsh and tough and De-barring sound and technically competent parties having good exposure for similar nature of works. We request you to please dilute the PQR conditions suitably so that more competent bidder can participate in the bidding process to have healthy competition and good price advantage to DHBVN.	No Change – As per the NIT terms and Conditions.
4	ITB/Clause-4/Scope Activities	Scope of Contractor – Network Designing of the system.	As we understand that the said tender is based on BOQ given by the DHBVN. If any new materials / Items are required beyond the BOQ DHBVN will reimburse the same with mutual agreed rates. Please confirm	Refer Sr no. 15 under clause 1.1 of section-II Vol-I under the title ' Miscellaneous '.
5	ITB/Clause-4/Scope Activities	Scope of Contractor –Road Restoration.	As per tender documents, Nigam's shall pay/reimbursed Railway /Forest Deptt /or any other Govt. / Statutory bodies charges. We understand that all statutory charges towards Road Restoration to CPWD/PWD/Municipal corporation/or any other related government agencies shall be paid/reimbursed by DHBVN. Please confirm	Refer sr no 9 under clause 1.1 of section-II vol-I of tender documents under the title ' Restoration ' .
6	ITB/Clause-4/Scope Activities/Clause 11	Support services (including Operation and Maintenance) for 5 years after commissioning of entire project	As we understand that the Operation and Maintenance for 5 years are bidder's scope. We request you to please provide us detailed scope of works under 5 years O&M.	Refer Appendix-1 to the Tender documents and Amendment-1.
7	General Queries	Duplicacy of Clause and terms & conditions	During study the tender documents there are many clause repeated in different sections like ITB, Vol-II and CoC. We request you to please advise us which one is superseding if similar clause / description persist. Please clarify	Refer Sr No-15 under clause-1.1 section-II Vol-I.
8	ITB/Clause-	The scope of the contractor	As we understand that bidder's scope up to shifting	The already installed/existing meters

	4/Scope Activities/clause 15	shall be upto the point of connecting the newly laid system upto the consumer meter which will be shifted to the new location i.e on the outside of the outer wall of the premises, without any cost. This shall be carried out by the contractor in the presence of the Nigam's representative. The sealing/ de-sealing of meter shall be the responsibility of the Nigam. The incoming and outgoing cable before and after the meter shall be fixed on the walls through cleating for which the design shall be got approved by the contractor.	of meter to outside the wall of consumers. Now as per BOQ there are no items mention in the tender documents. Please provide and add meter with polycarbonate box and fitting accessories with service cable.	of the consumers are to be shifted on 'as is' basis on to the outside of the wall of consumers. The service cables are to be replaced and the same have already been provided in the BOQ. All the other fittings & accessories for the above are in the scope of contractor. However, in addition, some of the old meters may have to be replaced with new ones therefore in that case the meters and boxes will be provided by Nigam.
9	ITB/Clause-12.6/Bid Price	No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid.	We request you to please allow mobilization advance for smooth project execution.	No Change – As per the NIT terms and Conditions.
11	General	Statutory Variation and Introduction of New Taxes & Duties	Whether any statutory variation in tax & duties due to change in existing Tax Laws or Introduction or levy of any new tax laws (like GST etc.) will be allowed or not on supply of self-manufactured & bought out item and on Erection contract. Please clarify.	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The desired amendment has also been made in the tender documents and being notified as AMENDMENT-1 which may also be referred to in this regard. The provision of GST has not been made in the tender documents.
12	ITB/Clause-4/Scope Activities/5 Erection of RMU/FRTU	The RMUs with Inbuilt FRTU and FPIs	As per manufacturer practice, the FRTU can be mounted inside or outside the RMU as per the design of the RMU vendor. Please Confirm	FRTU should be mounted inside the RMU

13	BOQ / Item no. 5	M.S. Galvanized Items	As we understand that all structures required for equipment's / double-decker arrangement / installation of DT's, RMU and PSS shall be covered in Item no 5 of BOQ. Please confirm.	Yes, all structures required for equipment's / double-decker arrangement / installation of DT's, RMU and PSS shall be covered in Item no 5 of BOQ.
14	ITB/Clause-4/Scope Activities/Clause 12	Integration with AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work up to the time of support services period).	We understand that our scope are limited to provide SCADA compatible equipment's only for Integration with AMI for future coming project which is not included in this tender. Please clarify and confirm.	Refer AMENDMENT-1
15	ITB/Clause-4/Scope Activities/Clause 13	Metal free and armored optical fibre cables are added in the Bill of Quantity, whereas the required accessories like fibre optic cord panels, racks, jacks, connectors, accessories for assembly etc., as per site requirement, are not defined separately.	We request you to please add accessories for optical fiber cable in BOQ with tentative quantities. Whereas at the time of survey after award of contract will fix up the quantities. Please provide and amend.	As already defined in the BOQ fiber cable is to be supplied along with all the accessories connectors, switches etc. and the bidder shall include the price for the same in their bids.
16	Sr. No. 3a of BOQ	Technical Specifications	Technical Specification for 11 KV Polymeric insulators is not given. Please furnish the same	Refer amended BoQ and refer the specification no CSC-29/DH/UH/P&D/2009-10 which is available at Nigam's web site www.dhbvn.org.in .
17	Sr. No. 2c of BOQ	Technical Specifications	Technical Specification for 3.5Cx 240 sq. mm is not given. Please furnish the details	Refer Amendment-1 .
18	Sr. No. 4b of BOQ	Technical Specifications	Technical Specification for Egg/Stay Insulator is not given. Please furnish the details	Please refer the specification no CSC-62/DH/UH/P&D/2011-2012 which is available at Nigam's web site www.dhbvn.org.in .
19	Sr. No. 9 (11 kV 400 A GO Switch) of BOQ	Technical Specifications	Technical specification given with the tender document is only, for 400A male & Female contact not for complete GO Switch. Please furnish complete Technical Specification for 11 kV 400 A GO Switch.	Please refer the specification no CSC-28/DH/UH-Amendment & CSC-83/DH/UH/P&D/2014-2015 which are available at Nigam's web site www.dhbvn.org.in .
20	Sr. No. 32a of BOQ	Technical Specifications	Technical Specification of 3Cx2.5 Sq. mm (80/.20mm) PVC Cable not given. Please furnish the details	Please refer the specification no CSC-122/DH/UH/P&D/2015-16 which is available at Nigam's web site www.dhbvn.org.in .

21	Sr. No. 32f of BOQ	Technical Specifications	Technical Specification of 4Cx25 sq.mm Armor Cable is not given. Please furnish the details.	Please refer the specification no CSC-115/R-1 or latest amendment which is available at Nigam's web site www.dhbn.org.in.
22	Sr. No. 2b of BOQ and Technical specification of 105 sq. mm Insulated conductor	Technical Specifications	In BOQ 100 Sq. mm Insulated conductor is given But technical is given for 105 sq. mm cross sectional Area Conductor. We presume it 100sq mm of inner cross sectional area for conductor & 105 Sq. mm outer cross sectional area with PVC insulation. Please Clarify?	As per technical specification
23	Section-II/ITB/Important Notes/Clause -xii	Work shall be completed within 18 months from the issue of LOI.	As we understand that this is first smart city project and there are huge underground cabling and integration from existing system works involved. In the view of majority of huge works involvement we request you to please extend the completion period by 24 months from the date of LOI.	Refer AMENDMENT-1 in this regard.
24	Section-II/ITB/Information required with proposal/Clause - 22.3	The Bid not containing sufficient descriptive materials to describe accurately the equipment/material proposed may be treated as incomplete and hence rejected.	We will provide the indicative technical parameters for the following items at the time of bidding stage, 1. Cable 2. RMU 3. PSS 4. Distribution Transformer 5. LT Feeder pillar However, we provided Undertaking for confirmation of guaranteed technical parameters and procurement of materials from the approved source of DHBVN. If there is any new vendor/supplier introduce for materials/equipment's may take DHBVN approval before finalize. Please confirm	The approved vendor list of street light equipments is not available. Refer clause 1.3 Section-II of Vol-I in this regard.
25	Section-II/ITB/Dismantlement /Clause -8	Dismantlement of Existing 11 kV, LT overhead system and the street lights The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN	We request you to please all dismantled materials for street light kept by DHBVN and sale out by open Auction process. Please confirm	No Change – As per the NIT terms and Conditions.
26	Section-II/ITB/AMI /Clause -12	Integration with AMI (mandatory in the scope of	As we understand that AMI is not in bidder scope for this project. We provide only integration support	Refer Amendment-1

		contractor but not linked with the execution schedule of the project work upto the time of support services period)	to AMI contractor. Please specify the bidder scope for support of integration to AMI contractor. Please Provide	
27	Section-II/ITB/IEEMA Ceiling /clause - 12.4	The variable price as per IEEMA formula with maximum +10% ceiling but on, negative side it will be up to any extent	The Variable price as per IEEMA formula with maximum +10% ceiling specified in tender documents. We request you to please specify the negative ceiling in the same manner i.e. -10%. Please confirm.	No Change
28	General	Type Test of Materials	As we understand that if manufacture having valid type test report of similar or higher grade type of materials/equipment's within last 5 years then there are no need to do type testing again on the same materials/ equipment's. Please confirm	The type test reports/ certificates are to be submitted by the contractor as per the requirement of the technical specification/ tender documents. Type test should have been conducted on the material/ equipment which is to be supplied and the type tests conducted on similar or higher grade type of material/ equipment are not eligible for a different/ lower grade of that material/ equipment.
29	Vol-II/Section-VII A/Clause-1.8	Route Map of the Underground system / Topographical Map	We request you to please provide Route Map for Underground cabling system.	Single line diagram (SLDs) have already been attached with the tender documents.
30	Section-II/ITB/4-Scope Activities/clause -1	Scope of Works / Bill Of Materials	As per scope of works DHBVN mention that Foot survey and GPS/GIS Mapping/survey are in Contractor's scope. We request you to please add this items in BOQ as this is one of the major works for this project. Please confirm	No Change – As per the NIT terms and Conditions.
31	Section-VI/BOQ and Schedule of Prices	Quantities	As per Bill of Materials, there are mismatching in quantities of supply of cable/HDPE Pipes and quantities of laying in trenches/HDD. Please provide us the details matching quantities.	As mentioned in the BOQ the total quantity of 397 Km of Trenchless laying of Cable using HDD method includes HDPE pipe, PLB-HDPE and some quantity of LT cable. However, during the foot survey in case of any variation, the same shall be covered under the variation clause.
32	Section-VI/BOQ and Schedule of Prices	Underground Room for Distribution Transformer	As per safety point of view, the oil filled transformer should not place in closed underground room due to fire. Please confirm that only dry/raisin cast transformer shall be place in underground room. Please confirm	Provision of Dry type distribution transformers has already been made in the BOQ.

33	Section-VI/BOQ and Schedule of Prices	Double-decker room	We proposed double-decker arrangements through fabricated steel structures instead of closed building room. Many utilities using fabricated steel structures for this purpose. Please confirm.	No Change – As per the NIT terms and Conditions.
34	Vol-II / Section VII-A/Clause no-2	Manholes for Cable Jointing	As we are reputed EPC company and do so many jobs for cable laying works upto 220 kV. As we understand that this is major items for this works hence we request you to please add this item in Bill of materials. Please confirm	No Change – As per the NIT terms and Conditions.
35	Vol-II / Section VII-A/Clause no-4	Installation of RCC hume Pipe	As we understand that this item is not applicable for this project. Please confirm If item is in scope please add this items to bill of materials. Please confirm and amend	No Change – As per the NIT terms and Conditions.

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Sr. No.	Observation	DHBVN Reply/Comment
1	Item no.32 e& f involves UG cabling with open cut method. Scope of work under this also includes restoration of Road to original look as far as possible. Also as per the scope of works clause 4.9 restoration shall be considered as part of the laying of cables however permission charges if any shall be refundable. Herein we wish to mention that the cost towards restoration of road shall be substantial and huge against the route length of 646Kms. Accordingly the estimate for the item referred may please be reviewed as we understand it does not include the restoration charges. Otherwise it may please be clarified that all cost towards restoration works including permission charges from the HUDA/MCG/NHAI etc., if applicable, shall be refund able to the contractor	Refer Sr. no 9 under clause 1.1 of section-II vol-I of tender documents under the title ' Restoration '
2	Against the same items as referred above installation charges towards railway crossings, bridge crossing etc. is inclusive which we envisage is drastically less. Moreover the corresponding supplies like support structures etc. required for the same are not covered in the BOQ. Scope of works for such crossing may please be quantified with respective supply and erection works involved.	Any Support Structures required for completion for work are covered in the BOQ at Sr. No. 5A the design of which shall be as per the Site requirement. The contractor shall submit the drawing of the same for approval by the Engineer-in- Charge.
3	As per scope of bid, clause 1.4.12, scope of work under the present tender shall also include integration works with AMI. However in the BOQ, no specific item corresponding to the requirement of any hardware/software has been listed. Scope of supplies & erection for the same if any may please be quantified in the BOQ specifically.	Refer Amendment-1
4	As per scope of bid, clause 1.4.11, scope of work under the present tender also includes support services (including Operation and Maintenance)for 5 years after commissioning of entire project but detailed scope under the same is not clear. We wish to address that being an EPC contractor our scope should limit to defect liability period as the operation & maintenance is rigorously inter allied job of the state DISCOMs for operations with the end consumers. We advise deploying of separate	Refer Appendix-1 and Amendment-1.

	sourcing agency for the same shall be, cost effective for the DISCOM & worthwhile training scope can be included in EPC scope for smooth handing over of the system. Accordingly we request you revise this scope of work	
5	While analyzing the BOQ we are finding the quantity of foundations vis a vis to equipment supplies is not matching for DTs & RMUs. Kindly clarify the scope difference	140 nos. existing distribution transformers are to be utilized for which new foundations are required. For one way RMU no foundation has been considered as the same is to be installed with the three, four way or five way RMU. However, during the foot survey in case of any variation arises, the same shall be covered under the variation clause.
6	In the BOQ, item no. 32 corresponds to trenchless cable using HDD method with HDPE pipe. However the total quantity of HDPE pipe is very less and does not co-relate to the corresponding item. Kindly confirm	As mentioned in the BOQ the total quantity of 397 Km of Trenchless laying of Cable using HDD method includes HDPE pipe, PLB-HDPE and some quantity of LT cable. However, during the foot survey in case of any variation arises, the same shall be covered under the variation clause.
7	<u>Mismatch of Specification for LT-DB</u> : As per BOQ, LT-DB required is of CRCA type box however the specification provided is of FRP type and with different outgoing configuration. Corrected specifications may please be furnished	Refer Amended BOQ.
8	<u>Pertaining specification of RMUs</u> : We hereby wish to address the attached queries from OEMs of RMUs against the provided specification. You are requested to kindly clarify the same	Please refer amended specification
9	<u>Requirement of Drawings</u> : Drawings of below listed items are not available, kindly furnish the same for our better understanding and working. i) Cable Protection Cover Slabs ii) Route Marker iii) Foundation of PSS iv) Foundation of RMU v) Foundation of DTs vi) Foundation of LT feeder Panels vii) Room for UG DT/RMU/LT ACB Panels viii) Double Decker room for DT/RMU/LT ACB Panels.	Already provided in the tender documents
10	As per the terms of payment specified under Necessary Terms and Conditions for Bidders, 'Rebate of 0.35 percent per week or part thereof shall be availed of by the purchase, if payment is made earlier than the period specified.' Since the payments are subject to progressive completion of activity and no such advance payments by any means are expected, waiver of this clause may please be considered	No Change – As per the NIT terms and Conditions.
11	<u>Statutory variation on account of GST</u> : As per our understanding from note at schedule 11 we understand that statutory variations on account of increase in taxation if any due to introduction of	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are

	<p>GST as a new tax structure shall be treated as merit on the total price quoted for the package. Kindly confirm that the increase if any shall be paid by the employer</p>	<p>clear and shall be referred to. The desired amendment has also been made in the tender documents and being notified as AMENDMENT-1 which may also be referred to in this regard.</p> <p>The provision of GST has not been made in the tender documents.</p>
12	<p>On examining the tender documents, it is observed that the PQ criteria for suppliers of the respective items are being stipulated. However no such qualification requirement is being stipulated for the EPC contractor towards the execution of specific key works as similar to the scope under present tender. Herein a major scope of the contract involves erection and commissioning of RMUs. Therefore we recommend inclusion of qualification requirement for the bidder to have successfully erected and commissioned at least 80% of the total RMU of 11kV class or above in the current scope of the project in a single turnkey contract in the last three years as on the date of bid opening which must be in satisfactory operation for at least one year. Your due consideration for inclusion of such QR is highly solicited for a competitive bidding and reliable execution of project</p>	<p>No Change – As per the NIT terms and Conditions.</p>
13	<p>Considering the estimate of the contract value, the amount of EMD as stated in the tender documents is significantly low. As per the CVC guidelines “The amount of earnest money should be reasonable amount on the basis of an estimated value of the proposed work”. In view of the same we request you to keep the EMD amount to at least 1% of the tender estimate. This shall keep the sanctity of the tender and in-turn will attract healthy competition</p>	<p>No Change – As per the NIT terms and Conditions.</p>
14	<p>Conditions of contract; Clause 33.1 states that ‘The individual lot size shall not exceed 30% of the total quantity of that item given in the work order.’ We wish to address that in view of the huge scope involved & the stipulated completion period, supplies requires to be regulated in various lots of different quantum for maintaining of rolling stock. This shall be in accordance to the asking rate of execution. Hence we request you for removal of any such stipulation on lot size for supplies.</p>	<p>No Change – As per the NIT terms and Conditions.</p>
15	<p>In view of scope of the bid involving execution with so much local interface we find that the project duration of 18 months is less which may please be increased to at-least 24 months</p>	<p>Please refer to the AMENDMENT-1.</p>
16	<p>Being a cross country job, the subject package involves inclusion of several authorities and social mass. Here we envisage that any contradiction or issue arising as a result of the construction works in accordance with the Contract, the right of way will be in the scope of the employer</p>	<p>Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that “Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way</p>

		during the execution of the project".
17	As per scope detailed for dismantling of street lighting "The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN as per given cost of each type of fixture". In this regard we assert that since the actual quantity & physical condition of fixtures is not clear at this stage so the credit amount should also not be marked up at this stage. Moreover we request you to either de-scope such credit facility or keep it open for mark-up price as mutually agreed at later stage of execution	No Change – As per the NIT terms and Conditions.
18	Force Majeure Condition- Any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected should be a part of bidding documents inclusive of specific circumstances, nature and cause. Neither employer nor the contractor shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award. Kindly confirm the same	Please refer Clause 44, section-III, Vol-1 of the tender document.
19	As per terms of Payment "The retention amount of 15% supply of material 15% erection of material shall be released only after successful completion of the project and certification by Engineer in charge and Chief Electrical Inspector" Further as per given important notes we understand that taking over of works shall be feeder wise and accordingly the referred retention payment shall also be paid against such taking over certificates being issued feeder wise	No Change – As per the NIT terms and Conditions.
20	As per the pre-qualification criteria the bidder should have executed and successfully commissioned project as stipulated in time durations of three to five years. Here we understand that the project execution & commissioning should fall in the time duration so stipulated however the award date of contract could be prior to such duration. Kindly confirm	It is clarified that the bidder should have executed and successfully commissioned the projects during the time frames specified in the clause-2, Section-1, Vol-1 "Qualification of the Bidder" irrespective of the award date of contract.
21	Further to above in PQ criteria we wish to add that for evaluation of bidder to have technical experience in execution of such jobs involving installations of SCADA Compatible equipment, Qualification criteria should also include requirement of experience in successful commissioning of RMUs to at least 50% of the BOQ quantity as the same is being major component under the present scope of the bid	No Change – As per the NIT terms and Conditions.

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Sr. No.	Clause No.	Original Description in the Document	Clarification Sought by MONTECARLO	DHBVN reply/ remarks
1	Clause No. 2.1 Technical Qualification	a. At least one single project of power distribution/ transmission network work, having the contract value equal to At least 80% of the estimated cost of this tender, during the last three (3)	You are kindly requested to amend the Technical Qualification Criteria which may be read as under:- <i>a. At least one single project of power distribution/transmission network work, having the</i>	No Change – As per the NIT terms and Conditions.

		<p>completed financial years as on the date of bid opening. OR</p> <p>b. At least two projects of power distribution/ transmission network work, each having the contract value equal to At least 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening. OR</p> <p>c. At least three projects of power distribution/ transmission network work, each having the contract value equal to At least 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening</p>	<p><i>contract value equal to at least 40% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.</i> OR</p> <p><i>b. At least two projects of power distribution/transmission network work, each having the contract value equal to At least 25% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.</i> OR</p> <p><i>c. At least three projects of power distribution/transmission network work, each having the contract value equal to At least 20% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening</i></p>	
2	38. WARRANTY PERIOD	<p>The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 months from the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty) months from the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.</p>	<p>We request to please consider the Warranty shall be applicable from the date of commissioning & not from the date of completion of entire project.</p>	<p>No Change – As per the NIT terms and Conditions.</p>
3	ITB - 4. SCOPE ACTIVITIES	<p>..... For civil works if any other item required to complete the work shall be paid as per the Haryana Schedule (HSR) Rates plus current premium applicable at the</p>	<p>You are kindly requested to provide us Haryana Schedule Rates</p>	<p>It is a 437 page booklet that can be had from open market in cities of Haryana & also in Chandigarh at Jain Book Depot, Sector-17. The</p>

		time of tender +/- % over/ below the estimated rates as per letter of award.		complete name is Haryana Schedule of Rates 1988 + Latest Ceiling premium as applicable.
4	ITB- 4. SCOPE ACTIVITIES Sub Clause No. 1. Foot survey and network designing of the system	The contractor shall survey the area taking the sketches provided as a reference. The mapped details of the underground utilities such as water, sewerage, telecom etc may also be provided to the contractor for reference however the contractor shall have to prepare afresh/update the same by carrying out the mapping of the existing underground utilities by GPS and GPR (Ground Penetrating Radar) equipments to avoid the damage to any utility at the time of execution.	We request to include the Survey by GPR (Ground Penetrating Radar) into the Scope of Owner and not the Contractor.	No Change – As per the NIT terms and Conditions.
5	ITB- 4. SCOPE ACTIVITIES Sub Clause No. 1. Foot survey and network designing of the system	The network analysis and load flow studies of the proposed network shall be carried out by the contractor by using software tools and any modifications required on account of the same shall be incorporated after obtaining due approval from the Engineer in Charge of the project.	The details regarding which software / application to be used for conducting Network Analysis and Load Flow Studies of the Proposed Network is not specified in the tender document. Please let us know currently which software is being used for Network Analysis & Load Flow Studies and which software is to be used by Successful Bidder.	The contractor shall use the latest version of the any software tool available in the market which covers the requirement of the clause.
6	ITB- 4. SCOPE ACTIVITIES Sub Clause No. 1. Foot survey and network designing of the system	In case of delay in submission of the sketches, Bill of Quantity and PERT chart, methodology – complete in all respects – penalty @ 0.5% per week or part thereof shall be deducted from the contractor's bills subject to maximum of 2% of the contract value. This will be in addition to any other penalties mentioned in this tender document.	We request you to remove Penalty from Survey Part. As Foot Survey and Network Designing of the System is a kind of work which shall be carried out by bidder under co-ordination with the various authority (ies), and any delay from later part may led to delay in progress of bidder's work.	No Change – As per the NIT terms and Conditions.
7	ITB – 4. SCOPE ACTIVITIES Sub Clause No. 8 Dismantlement of Existing 11 kV, LT	The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN as per cost of each type of fixture	As per this clause dismantled items related to street light shall be remained with the contractor and its due credit shall be given to DHBVNL and same will be deducted from the Contractor's Payment. We request to amend this clause by excluding the possession of such dismantled items by the Contractor and its credit also.	No Change – As per the NIT terms and Conditions.

	overhead system and the street lights (selected):			
8	ITB – 4. SCOPE ACTIVITIES Sub Clause No. 10. INTEGRATION WITH DHBVN R-APDRP SYSTEM:	INTEGRATION WITH DHBVN R-APDRP SYSTEM	We request Integration of proposed distribution network system with existing RAPDRP system to be excluded from the scope of bidder. And if its scope sustains with the bidder then kindly provide Specifications & BOQ (separate) for the same.	Refer AMENDMENT-1
9	ITB – 4. SCOPE ACTIVITIES Sub Clause No.15. MISCELLANEOU S	The project aims at converting the existing 11 kV and LT overhead system into totally underground system with equipments such as DTs, RMUs, LT ACB, LT Panels to be plinth mounted. Care have been taken to provide the possible routes as reference having the right of way available, however, the contractor has to satisfy himself of the Right of Way issues and shall be fully responsible for laying of the underground system with erection of plinth mounted equipments.....	We request to include the Right of Way clearance & associated charges in the scope of DHBVNL.	The clause 1.6 Section VII A Vol-II may be referred in this regard.
10	ITB – 4. SCOPE ACTIVITIES Sub Clause No. 11. Support services (including Operation and Maintenance) for 5 years After commissioning of entire project:	After the successful commissioning of the entire project, the contractor shall provide the support services which shall include the operation and maintenance of the system installed under the project for a period of 5 (five) years from the date of commissioning of the project. The contractor shall execute the Service Level Agreement with the Nigam for providing the support services for a period of 5 years.	Kindly reduce the period of maintenance period to 1 or 2 years instead of 5 years.	No Change – As per the NIT terms and Conditions.
11	SCADA System	---	Kindly confirm whether construction of SCADA is in the bidder's scope. And if yes, please provide with the complete technical specifications.	The construction of SCADA control room is not in the scope of the contractor under the present NIT.
12	Technical	---	Please provide detailed working drawings for below	The drawings have already

	Drawings for Civil Activities		mentioned items: a.) All Indoor and Outdoor RMU foundations (5 Way, 4 Way, 3 Way & 1 Way) b.) Drawings for 630 & 1000 KVA Package Substation c.) Construction of room for providing Underground Distribution Transformer along with RMU and LT ACB	been provided with the tender documents. Regarding the drawings of 5 way & 1 way RMUs, the drawings of 4 way RMU shall be considered and modified accordingly for use after getting the drawings approved from the Smart Grid office of DHBVN.
13	ITB- 4. SCOPE ACTIVITIES Sub Clause No. 7. ASSOCIATED CIVIL WORKS	The technical specifications of all the civil material under the NIT shall be based upon the Haryana PWD B&R technical specifications.	Kindly provide us with the Technical Specifications of Haryana PWD B&R.	The complete technical specification booklet can be had from open market in Haryana cities & also in Chandigarh at Jain Book Depot, Sector-17. Otherwise CPWD specifications can be seen.
14	42. GTPs & Drawings	All materials shall be supplied as per GTPs/ Drawings of the Nigam conforming to relevant ISS with latest amendments as applicable. An undertaking in this regard shall be submitted with the bid. However, the Successful bidder shall submit the required drawings/GTPs within stipulated period for approval of the Nigam.	Upon examining the tender documents the format for Undertaking for GTP/Drawings not available. Kindly provide the same.	No specific format has been given in the tender. The firm may use standard industry language/ format in this regard.
15	GENERAL TECHNICAL QUERY	Loss Capitalization of Power Transformer	Whether Loss Capitalization of Power Transformer is to be considered for Bid Evaluation Please confirm. If Yes please provide the formula for calculating the Loss Capitalization of Power Transformer.	The loss capitalization is not applicable in the present tender.
16	Clause No. 8 Dismantlement of Existing 11 kV, LT overhead system and the street Lights (selected):	The material to be dismantled shall be captured during the foot survey to be conducted by the contractor. The dismantlement of the material is to be carried out in the presence of the representative of respective authority i.e. Power utility for power infra and HUDA/ MCG for street lights etc. The DHBVN's dismantled material shall be returned to the Nigam's stores at Gurgaon / Ballabgarh after taking up the same in the	Kindly provide exact Location for store location of DHBVNL for depositing of dismantled items.	The address of the stores mentioned in the clause is : 1. Divisional store, Mehrauli Road, Opposite Dev cinema, Gurgaon. 2. XEN/ Central store, Sector-25, Near 220 kV BBMB S/Stn Ballabgarh.

		records and with proper accounting.		
17	Specification for Covered Trench & Route Markers	---	Kindly provide the Technical Specifications for Covered Trenches & Route Markers	The specifications/ Drawings wherever applicable have already been provided in the tender documents.
18	Straight Joint	---	We request you to amend the BOQ and incorporate the Straight Joint Item as a separate item in BOQ.	Refer AMENDMENT-1
19	Fencing Specifications	---	Kindly provide us with the technical specifications of Fencing	CSC-137 may be referred in this regard which is available on the Nigam's website www.dhbvn.org.in .
20	BOQ Item No. 2 – ACSR Conductor	ACSR Conductor 100 Sq.mm Insulated Technical Specifications	The technical specifications for ACSR Conductor 100 Sq.mm Insulated not available with the tender documents. Kindly provide the same.	CSC-112 may be referred in this regard which is available on the Nigam's website www.dhbvn.org.in
21	HDPE Pipe Specifications (90/75 mm)	HDPE Pipe Specifications (90/75 mm)	Technical Specifications for HDPE Pipe (90/75 mm) are not available with the tender documents Kindly provide the same.	CSC-135 and 141 may be referred in this regard which is available on the Nigam's website www.dhbvn.org.in
22	HDG Octagonal Pole Technical Specifications	HDG Octagonal Pole	Technical Specifications, Drawings, etc. of HDG Octagonal Pole not available with the tender documents. Kindly provide the same.	Already provided in the tender documents.
23	Dry Type Transformer Technical Specifications	Dry Type Transformer Technical Specifications	Dry Type Transformer Technical Specifications are not available with the tender documents and details of applicable IS Standard for both transformers (Oil Type & Dry Type) are also not available. Kindly provide the same.	CSC-126 R-1 may be referred in this regard which is available on the Nigam's website www.dhbvn.org.in
24	NIT Sr. No. 7	The prices quoted shall be FIRM except HT/LT XLPE Cables and Distribution Transformers only. The price variation shall be allowed on cable as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period only. The variable price as per IEEMA formula with maximum +10% ceiling, but on, negative side it will be up to any extent as applicable one month prior to date of delivery.	As per current clause only positive ceiling is available and negative side ceiling is not available. We request you to kindly remove the ceiling limit of price variation for both Positive & Negative Sides.	No Change – As per the NIT terms and Conditions.
25	NIT Sr. No. 9	The tender shall give details of	We request to kindly clarify the need for details	The details are required so as

		immovable property i.e. land, building, machinery exact location of their property and copy of constitutions / balance sheet of last 3 financial year along with the tender. The documents for the same shall be uploaded online.	towards immovable property of the bidder.	to ascertain the techno-commercial capability of the firm as per the tender requirement. The immovable property details are required to have an understanding about the firm's financial standing, assets etc.
26	NIT Sr. No. 10	Bidder shall have to submit their offer in an ambiguous free wording, failing which DHBVN interpretation will be final.	We request your good self to provide us with the format of Letter of Technical Bid & Commercial Bid.	The industry standard formats may be used in this regard subject to the interpretation by DHBVN.
27	NIT Sr. No. 23	Within fifteen (15) days of the work order, successful Bidder shall sign the Contract and return it to the Owner / Employer. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of detailed contract, the payment will not be released till the bidder submits the Contract agreements and penalty @ 0.25% per week or a part thereof shall be deducted from their bill subject to maximum 1% of Contract value.	We request you to kindly remove the penalty in an event of Contract being signed within stipulated time limit of 15 days of the work order, as there are certain pre contract agreement signing formalities having significant legal complications needs to be complied and it may invite sufficient time.	No Change – As per the NIT terms and Conditions.
28	NIT Sr. No. 41	I declare to supply the material from the Nigam's empanelled firms / manufacturers. (Upload Undertaking).	Please provide with the format of undertaking and a list of approved / empanelled firms / manufacturer's by DHBVNL.	The industry standard formats may be used in this regard subject to the interpretation by DHBVN. Refer clause 1.3 Section-II of Vol-I .
29	NIT Sr. No. 42	I declare to supply the material as per the Nigam's specifications and relevant ISS. (Upload Undertaking).	Please provide with the format of undertaking	The industry standard formats may be used in this regard subject to the interpretation by DHBVN.
30	Proforma of Letter of Undertaking Annexure – A	---	Herein under Annexure-A is mandatory to be submitted on Non Judicial Stamp Paper of appropriate value. Kindly specify the value of Non Judicial stamp to be used and also clarify whether bidder can use Non Judicial stamp paper of his state OR Haryana State Stamp Paper is a must.	The bidder may use stamp paper of any state of the requisite value as required under the law. In the past the bidders have submitted the letter of undertaking on Rs 10/- denomination stamp paper.

31	ITB – 14. TAXES & DUTIES	Taxation Rates	Kindly give us details of rates of applicable taxes such as VAT, WCT, Labour Cess, Service Tax, etc. and all other applicable taxes.	These are statutory levies and duly notified by the appropriate authorities and are in public domain.
32	Mobilization Advance	----	We request to grant Mobilization Advance to the successful bidder.	The mobilization advance is not allowed.
33	Time Completion Period	Work shall be completed within 18 months from the issue of LOI	As time limit for completion of the project as mentioned 18 months from the date of LOI seems to be very less looking to the quantum of work involved. As such you are requested to amend the time limit for completion of contract to 36 Months from the Issue of LOI.	Refer AMENDMENT-1
34	Charges for compensation towards crop damages & tree cutting	The bidder shall inspect the site of works before bidding and include in his NIT the cost of compensation payable for the standing crops, trees cutting etc. involved, if any, and any damage to third person during execution of works. The employer shall not be liable for any payment to the bidder on this account.	We request to include the scope of payment towards compensation for tree cutting and standing crop(s) to be in the scope of DHBVNL.	No Change – As per the NIT terms and Conditions.
35	Handing Over / Taking Over	---	You may please clearly define the process and criteria for Handing Over / Taking Over of Project.	Please refer clause 29 Section III Vol I in this regard and amendment-1.
36	BOQ for Street Light Items	----	Supply & Erection BOQ for Street Light Items are given as common. Kindly provide us with separate BOQ along with rates for these items for the purpose of Taxation clarity.	No Change – As per the NIT terms and Conditions.
37	12 - Bid Price Sub Clause 12.4	12.4 All prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes except cables. The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only. For claiming price variation, the bidder should submit the relevant IEEMA circulars along-with claim applicable for price variation of cables. The breakup of prices	We understand that AB Conductor falls under the category of HT / LT XLPE Cables and shall also be considered for Price Variation. Please Clarify. Also please confirm whether Price Variation on above items is allowed during time limit extension to scheduled completion period of contract.	The Price variation is applicable on HT / LT XLPE Cables. The price variation is not allowed beyond the scheduled completion period.

		of these materials shall be given by the bidders. The relevant- IEEMA formula attached.		
38	12 - Bid Price Sub Clause 12.4	Statutory variation (such as Sale Tax, Excise duty, Service Tax etc.), if any, may be taken into account while quoting the price.	We understand that any Statutory changes or change of law, introduction of new tax, increase in rate of taxes, Duties & Levies during Contract Delivery period and extended period to scheduled completion period for both Direct Supplies and bought items as well as on direct and indirect transactions between bidder and DHBVNL shall be considered & reimbursement of the same shall be done accordingly to the bidder. Kindly Confirm.	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1 may also be referred to in this regard.
39	14.5 Work contract tax:	a) Separate work orders in respect of supply and erection shall be issued by the Nigam against various bids. b) In case of separate work order(s) issued for supply & erection part of the contract WCT shall be payable by the contractor on the erection part of the contract only.	As per this clause TWO separate contracts viz., Supply & Erection shall be issued by Nigam and Works Contract Tax shall be applicable only on Erection Contract. However, as per Clause No. 1.4 - Final Checking, Testing and commissioning Important Notes: (vii), specifies "The separate work orders in respect of supply, erection and civil works shall be issued by the Nigam" Kindly confirm whether a separate contract for CIVIL PORTION in addition to Supply & Erection shall be issued or not, and If yes, whether Works Contract Tax shall be applicable on Civil Contract and what shall be applicable rate.	Refer Amendment-1
40	Clause No. 11 under NECESSARY TERMS AND CONDITIONS FOR BIDDERS AGAINST NOTICE INVITING TENDER	The successful bidder shall submit the bank guarantee equivalent to 10% of the contract value (excluding the support services including O&M period) or required value and 10 % of the cost of support services (including O&M) as per NIT provision within 30 days of issue of LOI/ Commissioning of the project, as the case may be. (As per attached Performa).	We understand that Bank Guarantee equivalent to 10% of the contract value (excluding the support services including O&M period) is to be submitted at the time of Award of Contract AND Second Bank Guarantee equivalent to 10 % of the cost of support services (including O&M) shall be submitted after commissioning of project Kindly Confirm.	YES
41	PREQUALIFICATION CRITERIA	Joint Venture Agreement & Power of Attorney for Joint Venture Agreement	Format of Joint Venture Agreement & Power of Attorney for Joint Venture Agreement not given with the tender documents.	The industry standard formats may be used in this regard subject to interpretation by

			Kindly provide the same	DHBVN.
42	Clause No. 1.4. Final Checking, Testing and commissioning Sub Clause XII Under “Important Notes”	Work shall be completed within 18 months from the issue of LOI.	As time limit for completion of the project as mentioned 18 months from the date of LOI seems to be very less looking to the quantum of work involved. As such you are requested to amend the time limit for completion of contract to 36 Months from the Issue of LOI.	Refer Amendment-1
43	BOQ Supply - Item No.: 21 e Item No.: 21 f	PVC pipes	As per BOQ is mentioned that PVC Pipe of Dia 50 MM, Class-I, and PVC Pipe of Dia 25 MM, Class-I. However, as per discussion with OEM the PVC Pipes of 25 MM and 50 MM falls under Class-III and PVC Pipes of Dia 110 mm & 160 mm falls under Class-I. Kindly confirm	As per BOQ
44	Charges for applicable damages	---	Please provide us with details regarding applicable charges to Contractor by Dept. such as MCG / Other Utilities / Sewage / Water, etc.	The details may be obtained by the contractor from the respective departments.

Firm -13

Sr No.	Existing QR	Firm Proposed QR /Query	DHBVN Reply /Comment
1	At least one single project of power distribution/ transmission network work, having the contract value equal to at least 80% of the estimated cost of this tender, during the last three (3) completed financial years as on the date of bid opening.	<i>I) 100km of U/G cable of 11kV & above voltage class; and II) 100 No. of RMUs of 11kV & above voltage class; and III)100MVA transformation capacity as part of single completed turnkey contract in last five (5)years</i>	No Change – As per the NIT terms and Conditions.
2	At least two projects of power distribution/ transmission network work, each having the contract value equal to at least 50% of the estimated cost of this tender, during the last four (4) completed financial years as on the date of bid opening.	<i>I) 150 km of U/G cable of 11kV & above voltage class; and II) 150 No. of RMUs of 11kV & above voltage class; and III)150MVA transformation capacity as part of two completed turnkey contracts in last five (5)years</i>	No Change – As per the NIT terms and Conditions.

3	At least three projects of power distribution/ transmission network work, each having the contract value equal to at least 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening	<i>I) 200km of U/G cable of 11kV & above voltage class; and II) 200 No. of RMUs of 11kV & above voltage class; and III)200MVA transformation capacity as part of Three completed turnkey contracts in last five (5)years</i>	No Change – As per the NIT terms and Conditions.
4	In case of Joint Venture of two firms, EITHER each of the partners should have executed at least one project having the contract value equal to at least 50% of the estimated project cost, as given in clause 2.1 (b), above OR total three projects each of 40% value of the project estimated cost as mentioned in cl. 2.1(c) out of which one partner should have executed at least one project of this value.	<i>In case of joint venture of two firms; both the firms must meet 100% of technical criteria jointly with each firm meeting at least 40% of the above criteria individually</i>	No Change – As per the NIT terms and Conditions.
5	In case of three JV partners each of the JV partners should have executed at least one project having the contract value equal to at least 40% of the estimated cost of project as mentioned in the clause 2.1 (c)	<i>In case of joint venture of three firms; all the firms must meet 100% of technical criteria jointly with each firm meeting at least 30% of the above criteria individually</i>	No Change – As per the NIT terms and Conditions.
6	i) MAAT >750Cr ii) LTA >125Cr iii) Net worth=Positive	<i>i) MAAT >750Cr ii) LTA >125Cr iii) Net worth=Positive</i>	No Change – As per the NIT terms and Conditions.
7	For JV of two firms Lead Partner should meet 60% of above financial criteria & other partner should meet 40%	<i>Both partners should meet 100% of the criteria together and Lead partner should meet at least 60%</i>	No Change – As per the NIT terms and Conditions.
8	For JV of three firms Lead Partner should meet 50% of above financial criteria & two other partner should meet remaining 50% jointly	<i>All three partners should meet 100% of the criteria together and Lead partner should meet at least 60%</i>	No Change – As per the NIT terms and Conditions.
9	<i>General</i>	<i>Delivery of at least 60% material of BOQ quantity should be allowed at site in one go (30% as per current tender conditions) for the reason it is a capital intensive project and the delivery of all major items takes 8 weeks minimum. accordingly the payments terms should be made inline.</i>	No Change – As per the NIT terms and Conditions.

10	General	Source for project funding should be mentioned in the bid documents	The funding has not been tied up yet. It is proposed to arrange 25% the project cost as grant from MoP, Gol out of Power System Development Fund (PSDF) and balance 75% of the project cost to be arranged as loan from financial institution like power finance corporation (PFC) and State Govt equity etc.
11	General	Process for approval of submitted documents shall be in time bound manner	Reasonable time shall be taken by DHBVN for the same.
12	General	Data related to survey conducted by DHBVNL for smart city project should be shared with bidder in soft copies	SLDs already attached with the tender documents.

Firm -14

S.NO.	Clause No.	Stipulation in Tender	Firm Requested	Query/Change	DHBVN Reply/Comment
1	Vol. I - ITB CI1.1 - 4-1	Foot Survey & Network Designing of the System: The contractor shall survey the area taking the sketches provided as a reference. The mapped details of the underground utilities such as water, sewerage, telecom etc may also be provided to the contractor for reference however the contractor shall have to prepare afresh/update the same by carrying out the mapping of the existing underground utilities by GPS and GPR (Ground Penetrating Radar) equipments to avoid the damage to any utility at the time of execution.	When already separate Tender is floated for mapping of all underground services by DHBVN then why fresh GPS/GPR is required. This will add to cost and execution time also.		It is clarified that the fresh GPS/ GPR survey is required for regular updation of the data/ details of the underground utilities, during the course of execution of the project which is spanning beyond one year.

2	Vol. I - ITB CI1.1 - 4-1	The network analysis and load flow studies of the proposed network shall be carried out by the contractor by using software tools and any modifications required on account of the same shall be incorporated after obtaining due approval from the Engineer in Charge of the project	Please elaborate the scope of work required to be done.	The entire scope is already given in cl.1 of Section II on which the network and load flow studies have to be done.
3	Vol-I - ITB CL 2.3	2.3. Joint Venture Criteria:- ... However each partner shall also meet the technical and financial criteria as given under: Technical: In case of Joint Venture of two firms, EITHER each of the partners should have executed atleast one project having the contract value equal to atleast 50% of the estimated project cost, as given in clause 2.1 (b), above OR total three projects each of 40% value of the project estimated cost as mentioned in cl. 2.1(c) out of which one partner should have executed at least one project of this value. In case of three JV partners each of the JV partners should have executed atleast one project having the contract value equal to atleast 40% of the estimated cost of project as mentioned in the clause 2.1 (c).	We request you to add/Modify " In case of Joint Venture of Two Partners One Partner should meet 100% Technical criteria as in clause 2.1(b) and other JV Partner should be a manufacturer of DT (Conventional & PSS) and LT Panels"	No Change – As per the NIT terms and Conditions.
4	Vol-1 - ITB CI 12.1	The tenderer while quoting bid for turnkey works shall quote the total price for the equipment/ material plus erection charges through Schedule-1 to the bid document. The estimated unit rates and erection charges as ascertained by the employer (Nigam) shall be mentioned in the price schedule to the documents. The rates as admissible to the contract shall be the proportionate to the estimated rate and shall be calculated as under: Unit Rate of Supply allowable = Estimated unit rate of Supply X (Total Quoted Price / Total Estimated Price). Unit Rate of Erection allowable = Estimated unit rate of Erection X (Total Quoted Price / Total Estimated Price).	Unit Rate of Supply shall be calculated as under: Unit Rate of Supply allowable = Estimated unit rate of Supply X 1.15 X (Total Quoted Price / Total Estimated Price). 15% Added towards OH as considered in the estimation summary in Schedule II Part - 1	The estimated cost given in the tender document is as per the guidelines of the Nigam covering the overhead charges as well. Refer Amended BOQ in this regard.

5	Vol-1 - ITB CI 12.4	<p>All prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes except cables. The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only. For claiming price variation, the bidder should submit the relevant IEEMA circulars along-with claim applicable for price variation of cables. The breakup of prices of these materials shall be given by the bidders. The relevant- IEEMA formula attached.</p> <p>The variable price as per IEEMA formula with maximum +10% ceiling but on, negative side it will be up to any extent as applicable one month prior to date of delivery.</p>	<p>Prices to be variable as per IEEMA formula with No Ceiling on either side.</p>	<p>No Change – As per the NIT terms and Conditions.</p>
6	Vol-1 - ITB CI 14.5	<p>Work contract tax:</p> <p>a) Separate work orders in respect of supply and erection shall be issued by the Nigam against various bids.</p> <p>b) In case of separate work order(s) issued for supply & erection part of the contract WCT shall be payable by the contractor on the erection part of the contract only.</p>	<p>In case of separate PO for Erection, only Service Tax will be applicable. Pls confirm.</p>	<p>The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1 may also be referred to in this regard.</p>
7	Vol-1 - ITB CI 33	<p>Terms of Payment</p>	<p>1. There is discrepancy in the ToP given in Clause 33 & Given at Annexure V.</p> <p>2. Also, Retention Amount of 15% is very high. Request you to consider following ToP:</p> <ul style="list-style-type: none"> - 80% Upon Supply of material - 15% upon erection of Material - 5% Retention to be released after completion. <p>Above Payment to be released LOT Wise.</p>	<p>Terms of payment as per clause 33 are applicable.</p>

8	Vol-1 - ITB CI 35.2	The Bidder shall inspect the site of Works before Bidding and include in his Bid the cost of compensations payable for the standing crops or tree cuttings etc involved therein, if any. The Employer shall not be liable for any payment to the Bidder on this account.	Crop Compensation/ Tree Cutting Compensation may be considered in DHBVN Scope since it is difficult to ascertain the same at bidding stage since Foot Survey/DT/PSS location Line Routes etc shall be ascertained after award of LoA.	As per the NIT terms and Conditions.
9	Vol-1 - ITB CI 38	Warranty Period The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty) months from the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB / Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.	Since Taking over is being taken Feeder wise, 60 Months Warranty Period may also be considered from date of taking over of respective feeders.	As per the NIT terms and Conditions.
10	Section VII-A, CI 1.6	Right of Way - Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project.	Delay on account of RoW clearance shall be a construed as a valid reason for EoT.	The extension of time is allowed in the tender document as per cl. 26 Section-III Vol-I & ROW issues may be considered on case to case basis on merit after production of documentary proof
11	Material Technical Specification Index	Various Civil item - Drawings Attached	Drawings not found in the uploaded documents. Please Provide.	Already attached in the tender documents

12	Schedule II Part 2	Note:- In case of reduction of taxes,the payment will be made with the reduced rate of taxes.However,in case of increasing of taxes,the payment will be made on the basis of total rates quoted by successful bidder under Schedule-I.The merit will be decided on the basis of total price quoted by the successful bidders for supply of equipment/material and erection charges of erection and dismantlement for Tender Enquiry No. TSGP-02/2016-17,including taxes,duties,levies,freight and insurance inder schedule-I	Any Statutory Variation in Taxes should be reimbursed/deducted as per actual changes in taxes.	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1 may also be referred to in this regard.
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Firm -15

Sl. No.	Spec. Ref. Vol / Sec / Page / CL. No./BOQ	As per Tender clause	Query Raised by Firm	DHBVN Reply/Comment
1	Necessary Terms & Conditions – point no 11	The successful bidder shall submit the bank guarantee equivalent to 10% of the contract value (excluding the support services including O&M period) or required value and 10 % of the cost of support services (including O&M) as per NIT provision within 30 days of issue of LOI/ Commissioning of the project, as the case may be.	Please clarify whether BG to be submitted for 10% of Supply value and 10% of Erection value as per price schedule separately.	BG may be submitted for supply Value and Erection Value separately where separate work orders are issued with the condition that the same should be of required amount and required validity.

2	Necessary Terms & Conditions – point no 22	The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is more.	It is very difficult to get back to back warrantee for Sixty months from the suppliers and would result in increase of price substantially. As per normal practice followed the period shall be reduced to one year.	No Change – As per the NIT terms and Conditions.
3	Necessary Terms & Conditions – point no 31	The bidder shall have the valid license for carrying out 11 kV or above voltage works from the Chief Electrical Inspector (CEI) of any state in India. However, before starting the work, he shall seek CEI Haryana license also.	In process application shall also be considered.	No Change – As per the NIT terms and Conditions.
4	Necessary Terms & Conditions		DHVBN to give standard formats for various documents to be uploaded.	The standard formats have been provided with the tender documents. For formats not available with the tender documents then in that case the industry standard formats may be utilized subject to interpretation by the DHVBN.
5	ITB Clause no 4 Scope Activities	Any electrical/ communication item which is not mentioned in the tender documents and required for the faithful completion of the project shall be in the scope of contractor for which no extra payment is allowed. For civil works if any other item required to complete the work shall be paid as per the Haryana Schedule (HSR) Rates plus current premium applicable at the time of tender +/- % over/ below the estimated rates as per letter of award.	For additional electrical items, HSR rates shall be applied similar to additional civil items.	No Change – As per the NIT terms and Conditions.
6	ITB – Foot survey and network designing of the system		Time period for approval of foot survey, BOQ and pert chart by Whole time directors of Nigam to be specified. Any delay in approval shall be to DHVBN account.	Reasonable time shall be taken by the competent authority and any delay beyond the reasonable time shall not be counted towards the delay on part of the contractor subject to the condition that all the requirements mentioned under the clause have been complied with by the contractor.

7	Scope Activities - ITB	1) Integration with DHVBN R-APDRP system.	Please clarify on the scope of work.	Refer AMENDMENT-1
8	Scope Activities - ITB	Support services (including Operation and Maintenance) for 5 years after commissioning of entire project.	Please clarify scope of support services excluding O&M and service level agreement. Whether customer call centre is also included in the SLA.	Refer Appendix-1 and Amendment-1 in the Tender document.
9	Scope Activities - ITB	Integration with future AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work upto the time of support services period).	Please clarify the time frame and the scope of work.	Refer Amenedment-1
10	Scope Activities - ITB	Connectivity of optic fibre cable with proposed electrical infrastructure system i.e. SCADA compatible electrical equipments	Please clarify on the scope of work and time frame of implementation of SCADA. Till such time who shall be responsible for the upkeep of fibre optic cables.	As per this NIT the contractor have to provide the SCADA compatible equipments and laying of Optical fiber cable up to the end level. The upkeep of fiber optic cables till the completion of project and duration of O&M the responsibility of upkeep of OFC shall be in the scope of turnkey contractor.
11	Scope Activities - ITB	The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same shall be availed by DHVBN	Bidder shall be responsible for dismantling of the materials and depositing the same to DHVBN stores. No credit / debit to be linked to this activity. DHVBN to clarify.	No Change – As per the NIT terms and Conditions.
12	ITB – Important Notes	After awarding the projects to the contractors, various stages of implementation will be determined at which the same committee will certify that the materials being used are of prescribed quality and the designs meets with the requirements.	Please clarify. Once the materials is brought after due inspection and clearance of DHVBN, review of materials again for quality / design requirements is not required.	No Change – As per the NIT terms and Conditions.
13	ITB – Important Notes	Work shall be completed within 18 months from the issue of LOI.	Time duration may be extended to 30 months due to volume of work involved.	Refer AMENDMENT-1 .

14	ITB – Important Notes	The clearance for supply of material shall be strictly regulated at the CE/ Smart City Project level, as per the approved PERT chart and the Nigam's Quality Assurance Plan. The supply of the material to the contractor shall be allowed for material required preferably for next three (3) months only.	Material planning should be in the scope of the contractor. Request to delete this clause.	No Change – As per the NIT terms and Conditions.
15	ITB- Clause 2.4	Qualifying requirements for suppliers	It is requested to DHVBN to give list of approved suppliers	The approved vendor list is available on the DHBVN Web -site www.dhbvn.org.in. However, for additional information the clause no 1.3 may be referred.
16	ITB clause 12.4	The price variation shall be allowed on HT/ LT XLPE cables and Distribution Transformers as per IEEMA circulars with base date of 01.03.2016, but within the scheduled completion period, only.	It is requested that the price variation to be allowed beyond schedule completion period if the delay is not attributable to the contractor.	No Change – As per the NIT terms and Conditions.
17	ITB clause 12.6	No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid	It is requested that interest free advance of 15% on supply and 10% on erection value may be paid by DHVBN on submission of Bank Guarantee	No Change – As per the NIT terms and Conditions.
18	ITB clause 16	Format of Bid	Bids to be submitted in hard copy or online	Bid along with all the relevant documents are to be submitted/uploaded through e-tendering online. However, the bidders shall deposit stamped & signed hard copy replica/original documents of the online technical bid which the bidder has uploaded. The price bids i.e. Part-2 are to be submitted <u>online only</u> on the e-tendering portal and hard copy of the same will not be accepted.
19	ITB Clause 29.3	Further, the DHBVN reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the tender Documents.	Request to delete this clause.	Refer AMENDMENT-1
20	ITB Clause 34	The employer reserves the right to increase or decrease the contract value for other similar works located at other places within + 25% and -25% of the contract value / works.	DHVBN to clarify.	It's a variation clause against the contract value/volume of work.

21	ITB Clause 44	Support Services (including O&M)	It is requested to DHVBN to have separate item in price schedule for the above.	No Change – As per the NIT terms and Conditions.
22	ITB Clause 30.2		Any defect in quality and workmanship during manufacturing can be detected within 12 months from the date of T&C and 18 months from the date of supply. It is requested to reduce the period from 78 months and 72 months.	No Change – As per the NIT terms and Conditions.
23	ITB Clause 30 (30.1 to 30.9)		Guarantee may be limited to Latent defects only. DHVBN to suitably modify the above clause.	No Change – As per the NIT terms and Conditions.
24	ITB Clause 33.1 Terms of Payment		It is requested to DHVBN to modify the payment terms as below <ol style="list-style-type: none"> 1. 15 % Advance against Supply on submission of BG 2. 70% against receipt of materials 3. 10% against Joint Verification report 4. 10% along with 90% of the erection. 5. Balance 10% supply and 10 % erection as retention. 	No Change – As per the NIT terms and Conditions.
25	ITB Clause 33.1 Terms of Payment		The lot size may be increased to 40 % instead of 30% of the total quantity.	No Change – As per the NIT terms and Conditions.
26	ITB Clause 33.1 Terms of Payment	The retention amount of 15% supply of material 15% erection of material shall be released only after successful completion of the project and certification by Engineer in charge and Chief Electrical Inspector.	The retention amount against supply and erection may be released on completion / taking over of project on quarterly basis.	No Change – As per the NIT terms and Conditions.

27	ITB Clause 33.9 Terms of Payment	The Employer shall pay the amount certified within 15 days from the date of issue of each certificate of payment to the Contractor at his principal place of business.	It is requested to DHVBN to incorporate interest charges @SBI PLR beyond the 15 days time	No Change – As per the NIT terms and Conditions.
28	Section IV Contract Data Point no 3	The Defects Liability (warranty) Period of 365 days from the date of taking- over-certificate.	DHVBN to clarify	Refer Amendment-1 in this regard.
29	Vol –II Specifications clause 1.6 Access to the line and Right of way	The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project.	Contractor shall be responsible for co-ordination for getting requisite ROW permissions any delay on part of authorities shall not be on account of the contractor. Suitable compensation on account of such delay to be incorporated.	Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " <i>Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project</i> ".
30	Scope Activities 1. Foot survey and network designing of the system:		There seems to some overlap in scope of work between the Survey Contract and this contract. Please make the distinction in scope of work.	As already mentioned in the tender document at Clause-15, In case of conflict arising between the provisions given in the clause 1.1 SCOPE, above, and anything mentioned elsewhere in the tender documents, then in that case the provisions mentioned in the clause 1.1 SCOPE shall be applicable.
31	Scope Activities 2. Laying of 11 kV and LT underground cables power system	The contractor will lay the underground power cable in such a fashion that no straight through joints are required and only end terminations joints are required	PI clarify - Is the route length always lower than the drum length?	Refer AMENDMENT-1

32	Scope Activities 4. Erection of 11/0.433 kV DT substations (conventional and package type) and LT feeder panel:		We understand that responsibility of arranging ROW and RCP shall lies with DHBVN.	Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " <i>Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project</i> ".
33	Scope Activities 5. Erection of SCADA enabler equipments FRTU, RMUs:		Please provide details of existing SCADA system. We understand that scope of integration with SCADA should with DHBVN. Please elaborate detailed terminal points & scope of work (GIS updation, AMI implementation, Meter Shifting, SCADA enabling, OFC, etc)	As per tender documents and AMENDMENT-1
34	Scope Activities 8. Dismantlement of Existing 11 kV, LT overhead system and the street lights	The material of the street light to be dismantled need not be returned to the concerned HUDA/ MCG authority and the same shall be kept by the prospective bidder and the credit of the same will be availed by DHBVN	The material of the street light to be dismantled should also be returned to the Nigam's stores.	No Change – As per the NIT terms and Conditions.
35	Scope Activities 11. Support services (including Operation and Maintenance) for 5 years after commissioning of entire project		Who will bear the cost of Replacement/ Repair of defective/damaged equipment during O&M period on account of any reason attributable to factors out of our control/scope.	Already defined in the Support Services document at Clause 3 – Point (14), attached as Appendix-1 in the Tender document and Amendment-1.
36	EMPLOYER'S RESPONSIBILITY	To provide requisite support to the contractor in terms of line shutdowns etc	Shutdown shall be scheduled by DHBVN to match our PERT chart?	Schedule shall be finalized by the Engineer – In- Charge as per the site conditions.
37	Appendix - 1 SUPPORT SERVICES		'Force Majeure' should be included.	Refer Clause -44, Section-III, Vol-I of tender Document.

38	Terms of Payment		Please provide billing unit needs. Shall cost of other related materials and work be loaded to existing billing items ?	No Change – As per the NIT terms and Conditions.
39	Vol –II Specifications: Meteorological data, Annexure - I	The Equipment to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions:- 2. Max. Ambient Air Temp. (deg.C) 60oC	The design ambient for electrical equipments shall be 50Deg C (max)	As per Amendment -1.
40	Vol –II, Section # VII, Scope:	All the other material / job not specifically mentioned but required to complete the work shall also be in the scope of the contractor.	Any major item or services required for completion of the work, which are not explicitly mentioned in the Bill of material, the same shall be considered extra and shall be paid as extra item.	Refer point 15 under clause 1.1 under title “ Miscellaneous ” of Vol-I of tender document.
41	Vol –II, Section # VII, Scope: CI No 1.2, 1.5	Any item which is not mentioned in the tender documents which is to be dismantled shall be in the scope of contractor for which no extra payment is allowed.	Any major items or services required to dismantle existing setup for completion of the work, which is not explicitly mentioned in the Bill of material, the same shall be considered extra and shall be paid as extra item.	No Change – As per the NIT terms and Conditions.
42	Complete SLD		There is mismatch between SLD and BOQ of proposed network. For example, refer feeder no. 0201. Please share corrected SLD & BOQ.	SLD have been provided for acting as reference and aid to the contractor while conducting the foot survey. The BOQ provided is subjected to variation on account of the foot survey and shall be covered under the variation clause.

Firm – 16

Sr No.	Document	Clause	Section	Requirement	Clarification	DHBVN Reply
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1	Instruction to Bidders	Sub clause 4 of 1	Scope of Bid	The contractor will intimate in writing to CE/Smart City Project, Gurgaon regarding when he is starting the work under the project. Under no circumstances will the contractor undertake the work of smart grid project without the prior intimation to the CE/Smart city project and subsequent permission.	Request you to clarify the pre-requisites for starting the work under the package. Will the project zero date start from the date approval against written intimation is granted?	It is clarified that the zero date shall be the date of issue of letter of award. The sub clause mentioned in the query refers to the start of field work by the turnkey contractor for which approval shall be sought from the Chief Engineer/Smart City Project. This prior approval is mandated to ensure that the various Govt. agencies involved have been duly intimated & approvals etc have been obtained before starting up the field work of digging and occupying the land for erection of cable/DT etc under the scope
2	Instruction to Bidders	Sub clause 4 of 1	Scope of Activities	The details of proposed electrical network infrastructure are enclosed separately for reference of the bidder.	We have not found any details of the proposed Electrical infrastructure in the bidding documents. Kindly provide the same	The tentative single line diagram describing the required details such as feeding substation, nearby milestone, distance between proposed DT's, capacity of DT's, cable length with capacities are already given with the tender documents. The turnkey contractor shall carry out the detailed field survey taking the SLDs provided as reference.
3	Instruction to Bidders	Sub clause 4 of 1	Scope of Activities	The following shall be also be in the scope of the contractor. 1. Foot survey and network designing of the system	Location of all the proposed DT substations alongwith cable routing drawings to be furnished to bidder before start of the survey and design activities. The allotted 3 Months for completion of the above activities shall start after receipt of the said input.	Same as above.
4	Instruction to Bidders	Sub clause 2 of 4	Scope of Activities	The following shall be also be in the scope of the contractor. 2. Laying of 11 kV and LT underground Power & communication cables through trenchless boring/	Tentative length of cable trench where trenchless boring and manual digging is required needs to be ascertained in the bid.	The tentative quantity is mentioned in the BOQ item no. 32 (civil works) at 32 (e & f) and 32(i)

				manual digging.		
5	Instruction to Bidders	Sub clause 12 of 4	Scope of Activities	The following shall be also be in the scope of the contractor. 12. Integration with future AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work upto the time of support services period).	Please specify the AMI integration requirements to be considered in this package (Hardware, Software, communication protocol etc)	Refer Amendment-1
6	Instruction to Bidders	Sub clause 7 of 4	Scope of Activities	The installation of the DTs , RMUs, LT panels etc may be over the ground on the plinths or underground or in double-decker arrangement, as the case may be, after approval by Engineer in charge	Please clarify the requirement of installation of DT substations in double tier and undergorund arrangement.	The tentative qty is already provided in BOQ at 32(g & h).However the exact qty can be ascertained after the foot survey to be carried out by the contractor.

Firm - 17

S. No.	Clause Reference	Existing Clause	Firm Query	Reply of DHBVN
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1	Vol I - Conditions of Contract - NECESSARY TERMS AND CONDITIONS FOR BIDDERS AGAINST NOTICE INVITING TENDER - S. No. 25 - 2.1 Technical - (c)	Atleast three projects of power distribution/ transmission network work, each having the contract value equal to atleast 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening.	Requests you to kindly change the referred clause as mentioned below: Atleast three projects of power distribution/ transmission network work, each having the contract value equal to atleast 30% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of submission of bid. Also The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of applications for bids. Further, please also clarify whether any project executed as subcontractor will be qualified to meet PQ requirement.	No Change – As per the NIT terms and Conditions.
2	Vol I - Conditions of Contract - Cl. 2 - Qualification of the Bidder - Page No. 36	Qualification of Bidder for foreign firm	We understand in case of JV with a foreign firm, foreign firm should have done the project anywhere in the world to meet the project value criteria as per cl 2.1. Additionally, they should have also executed projects in India with in last three years. Please clarify.	As per NIT terms and conditions.
3	Vol I - Conditions of Contract - ITB - Cl. 14 - Page 36	Taxes & Duties	Any statutory variation and / or addition of new taxes shall be borne customer. Please confirm.	Refer AMENDMENT-1

4	Vol I - Section III - Conditions of Contract - Cl. 27.1 Penalty	0.5% per week or part thereof subject to maximum of 2% of value of left over work up to 1st 4 weeks and @ one percent per week or part thereof in case the delay is beyond 4 weeks subject to maximum up to 10% of value of left over works / project. The Employer may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor.	Request you to please consider the maximum limit of penalty as 5% of unexecuted portion of the work. Further, such penalty shall be levied only in case the reason for delay is solely attributable to contractor.	Refer AMENDMENT-1
5	Vol I - Section III - Conditions of Contract - Cl. 29	Taking Over	Please clarify whether the taking over of complete package shall be done together or same shall be done in phase wise manner.	The taking over shall be considered for the entire project as a whole.
6	Vol I - Section III - Conditions of Contract - Cl. 33	Terms of Payment - Page 93	<p>We request you to kindly accept the below payment terms:</p> <p>Supply:- -10% advance against submission of ABG - 75% against delivery of material on prorata basis - 10% against Erection on Prorata Basis - 5% against Testing & commissioning</p> <p>Services: - 10% advance against submission of ABG - 85% against installation on prorata basis - 5% against Testing & Commissioning</p> <p>O&M: Payment for O&M services shall be paid on monthly basis.</p>	No Change – As per the NIT terms and Conditions.

7	Vol I - Section III - Conditions of Contract - Cl. 36.1 Set Off	Any such money due and payable to the Contractor under the Contract may be appropriated by the Owner and set-off against any claim of the Owner for the payment of a sum of money arising out of or under this Contract or any other Contract entered into by the Contractor with the Owner.	Independence of contract shall be maintained. Hence, any such adjustment under the subject package shall be made through this contract only.	No Change – As per the NIT terms and Conditions.
8	Vol I - Section III - Conditions of Contract - Cl. 56	Arbitration	Any dispute or difference arising out of contract shall be to an extent possible settled amicably between parties. If amicable solution cannot be reached, Arbitration process shall be by three Arbitrators. First Arbitrator shall be appointed by client, second by contractor and third will be jointly appointed mutually by first and second Arbitrator. Arbitration proceedings will be governed by the provisions of the “The Indian Arbitration and Conciliation Act”, 1996 and any re-enactments or statutory modifications thereof for the time being in force.	No Change – As per the NIT terms and Conditions.
9	Vol II - Section VII - Cl. 1 Scope - Cl. 1.2	Any material not specifically mentioned in the contract but required to complete the job is deemed to be included in the scope of work of the Contractor.	Our offer shall be based on the BOQ provided with the tender document. In case any other item is required to complete the work, same shall be charged extra. Please confirm.	Refer Cl 1.1 section-II vol-I of tender documents in this regard.
10	Vol II - Section VII - Cl. 1 Scope - Cl. 1.5	Details of Line Route and Terrain	All the statutory approvals in case of major crossings like river, power lines, railway lines, roads etc. shall be obtained by customer. Please confirm.	No Change – As per the NIT terms and Conditions.

11	Vol II - Section VII - Cl. 1 Scope - Cl. 1.6	Access to the Line and Right of Way	Right of way shall be obtained by the customer. Please confirm.	Refer clause 1.6 section-VII A Vol-II of the tender documents in this regard which states that " <i>Right of way clearance from the Private/ Public/ Government owned lands shall be the responsibility of the contractor, however, the same shall be facilitated by the employer in accordance with work schedule. The employer/ owner shall not be responsible for delay on this account or pay any compensation in lieu of getting clearance/ any damages for right of way during the execution of the project</i> ".
12	General Point	O&M Services	Please provide the manpower deputation schedule for O&M Services.	Refer Appendix-1 in the Tender document and Amendment-1.
13	General Point	Tree Cuting	In case any tree cutting is required to be done, approval & cutting of same shall be done by customer.	No Change – As per the NIT terms and Conditions.
14	General Point	Integration with DHBVN R-APDRP system	Please provide the details of existing system.	Refer AMENDMENT-1
15	General Point	Make List	Please provide the make list of items those are not covered under PQ condition of the subvendors.	The approved vendor list is available on the DHBVN Web -site www.dhbvn.org.in . However clause no 1.3 may also be referred in this regard.
16	Vol I - Cl. 33 - Terms of Payment - Page 93	S. No. 1 - The bidder shall supply material only in lots of individual items. The individual lot size shall not exceed 30% of the total quantity of that item given in the work order.	We understand that the referred clause is applicable on total quantity of individual type of material (e.g. Transformer, RMU etc.) and not on line item wise. Please clarify.	As discussed and decided in the Pre-bid meeting the individual lot shall be considered on the total quantity of individual category of material (e.g. Transformer, RMU etc.)

17	Vol I - Cl. 33 - Terms of Payment - Page 94	S. No. 11 - The retention amount of 15% supply of material 15% erection of material shall be released only after successful completion of the project and certification by Engineer in charge and Chief Electrical Inspector.	We understand that "successful completion" mentioned in the referred clause stands for Handing over of the project (excluding O&M period). Please confirm.	As per NIT terms and conditions. Refer Amendment -1 also.
18	Vol I - Page 8 of 159 - S. No. 22	The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60 (sixty) months from the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty) months from the date of commissioning of the entire project.....	The warranty of equipment shall be 60 month from the date of commissioning or 66 month from the date of supply; whichever is earlier. Please confirm.	No Change – As per the NIT terms and Conditions.
19	Vol I - Page 18 of 159 - S. No. 12	Integration with future AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work upto the time of support services period).	Kindly elaborate the technical requirement in detail alongwith the consumables required if any.	Refer Amendment-1
20	Vol I - Page 38 & 39 of 159 - Cl. 2.4	Qualifying requirement for suppliers:	Request you to kindly relax the PQ criteria mentioned for OEMs, as these conditions are very stringent and many reputed OEMs won't be able to meet the requirement.	No Change – As per the NIT terms and Conditions.

21	General Point	C form	Please clarify whether C form and road permit shall be issued or not.	Refer clause 50.3, section-III, volume-I, "Employer shall however issue requisite sales Tax declaration form i.e, Form 'C' and road permit to the Bidder".
22	Vol I - Cl. 33 - Page 93 of 159	Terms of Payment	Materials shall be delivered as per the project schedule finalised during the execution stage and same shall be paid on prorata basis. Further, delivery of materials shall not be linked with erection of previously supplied materials.	No Change – As per the NIT terms and Conditions.
23	General Point	Type Test for Equipments	All the offered equipment shall have valid type test report of similar or higher rating. Therefore, type test shall not be conducted. Further, we would like to inform you that short circuit test of transformer shall not be performed as there is a lead time of substantial period at testing lab which may delay the project	No Change – As per the NIT terms and Conditions.

Firm -18

Sr.No.	Tender Documents	Clause reference	Firm Proposal/Query	DHBVN Reply/Comment
1.	Invitation to Bid	25-2.1	We understand 'bidder' means 'bidder including its subsidiaries' as large projects are executed through SPV's or subsidiary companies only. Kindly confirm the same.	Please refer clause 2 and 2.3 (Instructions to Bidders) Section-I of Volume-I and the Amendment-1 in which the eligibility of bidder has been given.
2.	Instructions to Bidders	4.6	Please clarify how will the taxation on supply part be considered.	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1 may also be referred to in this regard.
3.	Instructions to Bidders	1.1.15	Design of the fencing not given, kindly provide.	Please refer Nigam Specification No.- CSC-137/DH/UH/P&D/2015-2016.
4.	Instructions to Bidders	12.1	We propose to have the breakup of prices from the bidder for placement of order, since the overheads, margin and	No Change – As per the NIT terms and Conditions.

			taxes are not same for all items.		
5.	Instructions Bidders	to	12.6/33.1.11	<p>Payment Terms a)As this is a large value project, we request at least 20% interest free mobilization advance against ABG</p> <p>b) Last 15% is linked to project completion. We understand “Project” is individual feeders, Please confirm.</p>	No Change – As per the NIT terms and Conditions.
6.	Instructions Bidders	to	14.1	<p>As GST is expected to be implemented soon which can have large tax implications. We request statutory variations (if any, at the time of billing) will be in DHBVN’s account. Also, please confirm C form will be issued by you or not.</p>	<p>The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1 may also be referred to in this regard.</p> <p>The provision of GST has not been made in the tender document</p> <p>Refer clause 50.3, section-III, volume-I, “Employer shall however issue requisite sales Tax declaration form i.e, Form ‘C’ and road permit to the Bidder”.</p>
7.	Instructions Bidders	to	1.1.15	<p>In case ROW for a particular route can not be obtained, then what will be the resolution and what will be the role of DHBVN in resolution of same.</p> <p>ROW. DHBVNL will provide their assistance for getting ROW clearance in time. In case of delay in ROW, project completion time/schedule shall have corelational effect.</p>	Please refer clause 1.6, Section-VII (A) of Volume-II
8.	Instructions Bidders	to	1.1.4	It is not attached in the specification, please provide.	Query not clear
9.	Instructions Bidders	to	1.1.4	As there is very limited time for foot survey, we request for adequate resource support DHBVNL.	Please refer clause 1.6, Section-VII (A) of Volume-II
10.	Instructions Bidders	to		Discount/Pricing: Pricing should be allowed to be given by each bidder for each item. The comparison can be done to total package price. There is large variation expected in individual items from different bidders.	No Change – As per the NIT terms and Conditions.
11.	Instructions Bidders	to		ROW: DHBVNL will provide their assistance for getting ROW clearance in time. In case of delay in ROW, project completion time/schedule shall have co relational effect.	Please refer clause 1.6, Section-VII (A) of Volume-II
12.	Instructions Bidders	to		Project commencement will be applicable after approval of DHBVN.	The project execution time limit shall commence from the date of issue of Letter of Award.
13.	Instructions Bidders	to	4.6	As per clause- The total supply and erection rate of the street light items have been taken in the erection part only and no separate payment for supply items in respect of	The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. The AMENDMENT-1

		street light equipments shall be allowed. Please clarify how will the taxation on supply part of the street light be considered.	may also be referred to in this regard.
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Firm -19

Sr.No.	Bid Doc. Ref.	Bidder's query	DHBVN Reply
1.	Vol.1 Section 1 IFB Estimated cost.	We understand that Estimate Cost of Rs.504.43 is inclusive of all custom duties, excise duties sales tax/VAT and other taxes, works contract tax on civil and erection works levies payable in as per present Excise/Sales Tax/Vat rule.	The estimated cost is as per the Nigam's guidelines. The prospective bidders are required to quote the bid inclusive of all taxes.
2.	Necessary Terms and Conditions for Bidders against NIT No.TSGP-02/2016-17, Para 22-Warranty	The items procured for supply from the manufactures who have been blacklisted by any SEB/Utility of any state in India on a date later than, placement of order on the manufacture by the contractor shall not be out rightly rejected by DHBVN.	The provisions of the tender documents and amendment-1 shall govern.
3.	Vol-1,Section II-ITB, Para 1-15 1.2 Misc.- Insurance	Please indicate the value of conductors and other materials dismantled from line to be insured in addition to the insurance taken for the project to be executed. Kindly also inform age and condition of such materials which have to be insured.	The material to be dismantled is on as is where basis is. The Quantity of conductor which is to be dismantled is already given in the BoQ and the other requested information is not available.
4.	Vol-I section II-ITB Para 2- Qualifying Requirements	We understand that for a Single Project having various completion time for various activities, the date of completion of last activity will be considered as date of completion of project for arriving completed financial year as on the date of bid opening.	The provisions of the tender are applicable and the completion date shall be considered the completion of entire project certified by competent authority.
5.	-do-	We understand that for the purpose of determining Liquid Assets (LA)/or evidence of access to availability of sum of the credit facilities extended by all the bankers of the bidder will be applicable.	Yes

6.	Vol-1,Section II-ITB, para 14- Taxes and dutes	<ul style="list-style-type: none"> i) We understand that Entry Tax if any on supplies will be paid to the authority by DHBVN ii) WE understand that after implementation of GST, any addition liability on account of taxes and duties shall be reimbursed by DHBVN to the contractor. iii) Supply contract is covered under sale in transit accordingly DHBVN will issue requisite C-Forms to the contractor. iv) Please inform us rate of Works Contract Tax to be considered for inclusion in bid price. v) We understand any variation in taxes, duties levies after the date of Techno Commercial bid opening if any shall be reimbursed by DHBVN. 	<ul style="list-style-type: none"> i) The clause 12, 14 and 50 of section-II vol-I and note below schedule-II (part-2) are clear and shall be referred to. It is mentioned that all taxation duties shall be included in bid price and any such taxes, duties, levies additionally payable to contractors account and no separate claim on this behalf will be entertained. ii) The provision of GST has not been made in the tender documents. iii) Refer clause 50.3, section-III, volume-I, "Employer shall however issue requisite sales Tax declaration form i.e., Form 'C' and road permit to the Bidder". iv) The prospective bidders are required to quote the bid inclusive of all taxes. v) Refer Amendment-1.
7.	Vol-I Section II-ITB, Para 29.3 Award Criteria	In case DHBVN awards contract to two or more parties in line with terms and conditions specified in tender documents. Please clarify minimum award value to a Single party in case of split contract.	Refer Amendment-1
8.	Vol-I, Section II-ITB, Para 37-Credit Facility	Credit Facility proof available from all the bankers (nationalized & private) of the contractor taken together should be considered for determines the amount of 25% of the award cost for available credit facility.	It is clarified that liquid asset or evidence of access to or availability of credit facilities extended by more than one Indian Scheduled Bank shall be considered after summation. .
9.	Vol-I Section II-ITB, Para 45	Kindly inform whether DHBVN or their agent intend to provide any training to bidders representative regarding uploading bid for DHBVN before bid submission date.	No. But the prospective firms may contact Mr. Lalit saini at 9034357793 for query relating to tender submission on e-tendering web portal.
10.	Vol-1 Section III-GCC Para 33.1 –Terms of Payment (Item-4)	On Joint Verification Report, payment of 70% of the cost of material supplied in 1 st lot on pro-rata item wise should be paid.	As per the provision of tender.

Firm -20

S.n o.	Parameters	Concern	Modification/Clarification	Reply
1	Power saver Mode (Dimming)	Since its written ambient automatic dimming, does that mean just auto dawn to dusk or complete dimmable driver where we could dim the light form 0-100% as desired.	Please clarify about whether we have to use just ambi-automatic dimming for dawn to dusk operation or dimmable driver for complete dimming system.	There is a clerical mistake in the specifications. The specification of LED and luminaire at point no.1.06 of the specifications may be read as "Three stage ambient Automatic/ Planned dimming.
2	Make of LED	5 led chip making company is included and since, GigaTera make being part of this tender and all our fixture is made of Samsung/LG Led.	Please include Samsung/LG as the maker of led in addition to other 5 led chip maker.	No change.
3	Make of Electrolytic Bulk Capacitor (power supply driver)	We make our own power supply driver and may use different component but guarantee our quality for 5 years.	We have our own power supply driver and use UL or TUV certified component. Please share your concern.	No change
4	Make of Protection device (power supply driver)	We make our own power supply driver and may use different component but guarantee our quality for 5 years.	We have our own power supply driver and use UL or TUV certified component. Please share your concern.	No change
5	Connectors (power supply drivers)	We make our own power supply driver and may use different component but guarantee our quality for 5 years.	We have our own power supply driver and use UL or TUV certified component. Please share your concern.	No change
6	Thermal Management	There should be no glass cover on Led array and only polycarbonate/PMMA optical lenses should be used.	We make led fixture by using silver coated reflector optic and use (clear) polycarbonate for cover. Please include this in the specification sheet as GigaTera has different technology.	No change.

Firm - 21

	Observation	Reply
1	CIE C1 is asked in design calculations ,this is generally for concrete road. Please Clarify.	No change. The provision made in the specifications/bidding document is final.
2	Authority should ask for Longitudinal uniformity calculations (UI).	UI is already is a part of specifications and IS : 1944(Parts I and II)-1970 and this parameter has to be taken care of by the bidder and the contractors are required to submit their design for street lighting system and will submit the report of every parameter as per latest IS in respect of street lighting system.
3	DHBVN should mention the offset of the pole from the edge of the road.	It will depend upon availability of the space along the road side.
4	What is the basis of lux level mentioned in tender, it should be as per IS or NLC and 3 different roads should be categorized as per IS1944.	The minimum illumination level is proposed to be maintained as 12 Lux on the secondary roads with considerable traffic (B1) which is better than that of the provision made in IS : 1944 (Parts 1 and II) for this type of Roads.
5	DHBVN should ask all bidders to do demo before opening of price bid.	The contractor has to follow the technical specifications and will be liable to maintain the desired illumination level as per the indicative design supplied.
6	In the table and the schedule two different pole heights are mentioned 7m & 8m.But in page 5 under specification of pole there is also mention of 9m.	However, 9 mtr. pole is not required in the proposed system but in case of certain emergency it can be used / installed. Therefore, the specifications has been included.
7	Is it possible for DHBVN to mention lengths of three schemes of road and bidder then calculate their own qtys.	The bidder can visit the area of DLF Sub division i.e. phase-1 of the Smart City Project and may approach concerned office for the required help.
Observations on the luminaire:-		
1	Operating voltage should be 120-277 V.	The standard voltage is to be taken as 120-277 Volts as per the standards and this amendment is accepted.
2	Efficacy is mentioned as 90 lumen/watts and also more than 100 lumen /watts.	No change
3	THD of <10% under nominal voltage.	No change

4	To take care of point k) under general specifications of streetlights UI calculations should be asked for.	Already included and the contractor will submit his design for street lights before the start of work and submit every required parameter as per latest IS.
5	Street lights should be two step dimmable.	There is a clerical mistake in the specifications. The specification of LED and luminaire point no.1.06 may be read as “ Three stage ambient automatic / planned dimming)
6	Other suggestions	As per tender documents provision.

Firm-22

Sr.no	Ref. Clause No.	As per Tender Document	Clarification/Amendment request by the bidder	Reply
1	Clause 26 of Pre-Qualification Requirement, NIT, Page No. 09	<p>2.2 Financial Criteria :- For the purpose of particular Bid, Bidder shall fulfill the following Criteria :-</p> <p>MAAT: The Minimum Average Annual Turnover during the last 3(three) completed financial years, as on the date of opening of part-1 of NIT , should be at least 1.5 times the estimated value of the project, given in the NIT. For an existing Indian power utility, financial criteria in place of the Minimum Average Turnover described above.</p>	<p>We Kindly request you to amend the clause as below:</p> <p>MAAT: The Minimum Average Annual Turnover during the last 3(three) completed financial years, as on the date of opening of part-1 of NIT , should be at least 1.2 times the estimated value of the project, given in the NIT. For an existing Indian power utility, financial criteria in place of the Minimum Average Turnover described above.</p>	No Change

Firm-23

Sr.no	Observation	Reply
1	The firm requested to include the Makes of the octagonal poles/ street lights etc to maintain good quality of the material.	The following makes for poles and LED lights are selected which are as per the approved list circulated by PWDB&R, Department, Haryana. Poles: Volmount, Philips, GE India, Bajaj and Crompton.

Firm-24

Sr.no	Observation	Reply
1	The firm requested to include the Makes of the octagonal poles/ street lights etc to maintain good quality of the material also to include the name in LED and Luminaires.	The following makes for poles and LED lights are selected which are as per the approved list circulated by PWDB&R, Department, Haryana. Poles: Volmount, Philips, GE India, Bajaj and Crompton.

Firm -25

Sr. No.	Description as per Tender Specification	Notification/Clause Reference No.	Deviation/Clarification in Bidder offer	DHBVN Response on
Volume-1 Conditions of Contract				
1.	Warranty : The warranty of equipments shall be for the period as per provisions made in the Technical Specifications of the Nigam from date of commissioning or 60(sixty)months from the date of commissioning of the entire project, whichever is more. In case the warranty of an equipment is not specified then in that case the warranty of that item shall be 60 (sixty)months from the date of commissioning of the entire project. The manufacturers of these materials should not be blacklisted by any SEB/Utility of any State of India. In case, it is found that the material supplied is from any blacklisting firm the same shall be out rightly rejected and the firm shall be liable to arrange the same at shortest period of time without any relaxation of extension in completion time.	Necessary Sr.No.22	T&C	The warranty of equipments shall be 36 months from the date of commissioning or 42 months from the date of supply whoever is earlier.
2.	I declare to supply the material from the Nigam's empanelled firms/manufacturers.	Necessary Sr.No.41	T&C	Please give clarity on Nigam's empanelled firms/manufacturers.
				The approved vendor list is available on the DHBVN Web -site www.dhbvn.org.in and also Refer clause 1.3 Section-II of Vol-I in this regard.

3.	I declare to supply the material as per the Nigam's specifications and relevant ISS.	Necessary T&C Sr.No.42	Please give clarity on Nigam's empanelled firms. manufacturers.	The industry standard formats may be used in this regard subject to the interpretation by DHBVN. The approved vendor list is available on the DHBVN Web -site www.dhbvn.org.in . Refer clause 1.3 Section-II of Vol-I in this regard.
4.	<p>Pre-Qualification Requirement 2.1 Technical</p> <p>It is the intent of this tender to invite those turnkey contractors who have a proven record of excellence in the execution of large projects. The bidder who wishes to participate in this tender should have executed and successfully commissioned on turnkey basis :-</p> <p>a)At least one single project of power distribution/transmission network work, having the contract value equal to at least 80% of the estimated cost of this tender during the last three(3)completed financial years as on the date of bid opening OR</p> <p>b)At least two projects of power distribution/transmission network work, each having the contract value equal to at least 50% of the estimated cost of this tender, during the last four (4)completed financial years as on the date of bid opening OR</p> <p>c)At least three projects of power distribution/transmission network work, each having the contract value equal to at least 40% of the estimated cost of this tender, during the last five (5) completed financial years as on the date of bid opening.</p>	Necessary T&C Sr.No.25 (2.1)	Kindly clarify the requirement of transmission network work.	As per the NIT terms and Conditions.
5.	Terms of Payment : -	Necessary T&C Sr.No.14	Proposed Payment Terms : Supply: a) 10% of contract value as an advance against submission of ABG of	No Change – As per the NIT terms and Conditions.

			<p>equivalent amount.</p> <p>b) 80% of contract value will be paid on pro-rata basis within 30 days alongwith 100%taxes ad duties,levies on receipt of material at site.</p> <p>c) C) Balance 10% on successful commissioning and submission of PBG of equivalent amount valid till defect liability period. In case if commissioning gets delayed beyond 30 days for reasons not attributable to the Contractor then the balance e payment shall be released immediately.</p> <p>d) Installation, Testing & Commissioning :</p> <p>e) A) 10% of contract value as advance against submission of ABG of equivalent amount.</p> <p>f) B) 80% against monthly running bills on pro-rata erection of equipment alongwith 100% taxes and duties.</p> <p>g) C) 10% against successful commissioning and</p>	
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			submission of PBG of equivalent amount valid till defect liability period.	
6	Charges to be paid to the Railways, Forest Deptt. Or any other Govt./Statutory bodies will be borne by the Nigam on actual basis. Initially the requisite charges are to be deposited by the turnkey contractor with the concerned department. However, the same shall be reimbursed to the contractor on production of proof of depositing this amount after completing the work for which amount is paid. However, the CEI charges shall be borne by the bidders; no reimbursement in this regard shall be entertained.	Instruction to bidders Sr.No.4, para 3	We proposed all types of Statutory & Regularity charges including CEIG & Other Approvals are directly taken & free paid by DHBVN. Firm only give support in making the documentation regarding this.	Refer sr no 9 under clause 1.1 of section-II vol-I of tender documents under the title ' Restoration '
7.	The network analysis and load flow studies of the proposed network shall be carried out by the contractor by using software tools and any modifications required on account of the same shall be incorporated after obtaining due approval from the Engineer in charge of the project.	1. Foot survey and network designing of the system, para 4	The network analysis and load flow studies will be restricted to the equipments supplied under this package only	Refer Sr no. 15 under clause 1.1 of section-II Vol-I under the title ' Miscellaneous '.
8.	The Advance Metering Infrastructure (AMI) is proposed to be implemented in the project area covering approximately 30000 consumers of various categories covered under phase 1 of the smart grid project shall be covered under the scope of phase 1 o to b e implemented in next two years and subsequently the AMI project shall be scaled upto the next level to cover the entire consumer mix. Bidders under the present scope of smart grid work will design and provide SCADA compatible equipment and connectivity in such as fashion that the same is integrated smoothly with SCADA deployment included hardware/software for the entire Gurgaon on open platform so as to ensure successful SCADA operation which shall be the ultimate aim of this project for which contractor of this work will also be responsible. AMI data from the end consumers will also be routed to SCADA control room through transmission network being laid by the contractor under the scope of this tender for which indicative architect figure is detailed below :	12. Integration with AMI (mandatory in the scope of contractor but not linked with the execution schedule of the project work up to the time of support services period)	Kindly clarify the exact requirement.	Refer AMENDMENT-1