

Clarification No.-II dated 27/11/2024 to the Bidding Documents for 400kV Transformer Package-4TR-07-BULK for procurement of 20 x 500 MVA, 400/220/33kV, 3-phase Transformers under Bulk Procurement of 765kV and 400kV class Transformers & Reactors of various Capacities (Lot-4).;
Spec. No.: CC/NT/W-TR/DOM/A06/24/14251

SL. NO.	CLAUSE/ DWG NO.	Clause Description	QUERY DESCRIPTION	CLARIFICATION
VOLUME - I: CONDITIONS OF CONTRACT				
1.	Clause 9.3.3 of GCC (SCC), Vol-I of the Bidding Documents	Reduction in the security proportionate to 75% of the Contract Price for such part of the Facilities shall be allowed whose Defect Liability Period is over. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty.	Considering number of transformers are more, we request that CPBG/PBG shall be submitted either on unit wise or site wise. Accordingly the respective CPBG/PBG either on unit wise or site wise shall be released after completion of defect liability period and claim period of that particular site without linking to the overall completion of the project.	The provisions of the Bidding Documents shall remain unchanged.
2.	Clause 22.2 of GCC (SCC), Vol-I of the Bidding Documents	<p>“The Defect Liability Period shall be as under:</p> <p>(i) Sixty (60) months for 400kV class Transformers from the date of Taking Over /Completion of Facilities (or any part thereof). For the purpose of this clause, the Measurable Defects as per the Technical Specifications shall also be considered for 400kV class Transformers.</p> <p>(ii) Twelve (12) months from the date of Taking Over/Completion of Facilities for all items</p>	<p>Incase Erection, Testing and commission delay which is not solely attributable to Bidder/Contractor we request as below:</p> <p>i) Sixty (60) months for 400kV class Transformers from the date of Taking Over /Completion of Facilities (or any part thereof) (or) Sixty Six (66) months from the date of Ex-works dispatch.</p> <p>ii) Twelve (12) months from the date of Taking Over/Completion of Facilities (or) Eighteen (18) months from the date of Ex-works dispatch for</p>	The provisions of the Bidding Documents shall remain unchanged.

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		other than those specified in (i) above.	all items other than those specified in (i) above.	
3.	Clause No. 1.1 (A1), Appendix-1 (Terms and Procedures of Payment), Section-VI: Sample Forms and Procedures	<p>A1. Interest Bearing Advance (Optional*): 10% (Ten Percent) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares), shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of.....</p> <p>A2. Interest Bearing Engineering Advance (Optional**): Further advance of 10% (Ten Percent) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest-bearing interim advance on.....</p>	As the requirement of transformers are more, we request you to kindly provide us the interest free advance . This will facilitate us in procuring the raw materials and cash flows. And this amount shall be adjusted on subsequent supplies.	The provisions of the Bidding Documents shall remain unchanged.
4.	Clause No. 1.1 (B.2), Appendix-1 (Terms and Procedures of Payment), Section-VI:	<p>B. Progressive Payment</p> <p>B.1 Fifty Five Percent (55%)** of the Ex-Works price component of.....</p>	<p>We request you to amend the clause as per below:</p> <p>B.2 Fifteen Percent (15%) of the Ex-works price of</p>	The provisions of the Bidding Documents shall remain unchanged.

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	Sample Forms and Procedures	B.2 Fifteen Percent (15%) of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative.	Main Equipment/ materials (including Mandatory Spares) shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative. For Mandatory spares Twenty Five Percent (25%) payment of the Ex-Works price component shall be released on receipt & storage of the same at site, physical verification and taking over by the Employer's representative.	
5.	Clause No. 1.1 (C), Appendix-1 (Terms and Procedures of Payment), Section-VI: Sample Forms and Procedures C Final Payment However, in case of delay in testing and commissioning & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last 10% of Ex-Works price of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided	Delay which is not solely attributable to Bidder/Contractor , we request you amend the clause as per below: In case of delay in erection , testing and commissioning & issuance of taking over certificate by Employer beyond Three (3) months from the date of receipt of equipment at site, the last 10% of Ex-Works price of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a retention bank guarantee of equivalent amount, which shall be kept valid initially for a period of Six (6) months (considering within this period the said transformer shall be commissioned) or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same),	The provisions of the Bidding Documents shall remain unchanged.

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		all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the respective equipment by the Employer.	which ever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The retention bank guarantee shall, however, be released within one month of successful commissioning (or) upon the completion initial validity of retention bank guarantee of the respective equipment by the Employer whichever is earlier.	
6.	Clause No. 1.4 (A), Appendix-1 (Terms and Procedures of Payment), Section-VI: Sample Forms and Procedures	A. Interest Bearing Advance (Optional^^) Ten Percent (10%) . A.1 1st Installment: 5% (Five Percent) of the total Installation price component.... A.2 2nd Installment: 5% (Five Percent) of the total Installation price component....	As the requirement of transformers are more, we request you to kindly provide us the interest free advance . This will help us facilitate in cash flows.	The provisions of the Bidding Documents shall remain unchanged.
7.	General	Erection Activity	We request you to kindly confirm the below: If there is any delay on providing the erection front based on the L2 schedule from the employer, then the contractor shall be provided with additional 2 more months on the agreed schedule of erection activity upon providing the erection activity by the employer. (i.e., as per the agreed L2 schedule the erection activity is 2 months, but due to delay in	The provisions of the Bidding Documents shall remain unchanged.

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			providing the erection front by the employer, the new erection schedule will be 2+2=4 months from the date of providing the erection front by the employer)									
8.	Clause 30 of GCC, Vol-I of the Bidding Documents	30. Insurance 30.1 To the extent specified in the corresponding Appendix-3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval. 	We understand that Insurance coverage will be applicable till the time of commissioning / Test Charging of the Transformer. Post this milestone, Customer (PGCIL) shall take up the insurance liability. The policy shall expire upon receiving Provisional Acceptance Certificate after the entire Contract Works have been taken over or taken into use by the Customer. Kindly Confirm our understanding.	Bidder is advised to kindly refer GCC Clause 30, which is amply clear in this regard.								
9.	ITB 24.1 (c), BDS, Section-III	The Time for Completion shall be as under: <table><tr><th>Sl. No.</th><th>Description</th><th>Duration in months from the effective date of Contract</th><th></th></tr><tr><td>(I)</td><td>Taking Over by the Employer upon successful Completion of Following</td><td>Remark (Indicative Period in</td><td></td></tr></table>	Sl. No.	Description	Duration in months from the effective date of Contract		(I)	Taking Over by the Employer upon successful Completion of Following	Remark (Indicative Period in		Based on present lead times of Raw materials & Lead items of Imported suppliers the following delivery proposal is proposed: Engineering: 0-20 months Dispatch: 20-27 months with Min. 1 & Max. 3 units per month Receipt at site: 22-28 months with Min. 1 & Max. 3 units per month Erection & Ready for Commissioning: 24-36	The provisions of the Bidding Documents shall remain unchanged.
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(I)	Taking Over by the Employer upon successful Completion of Following	Remark (Indicative Period in										

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			elements of the 400kV Transformer Package-4TR-07-BULK for procurement of 20 x 500 MVA, 400/220/33kV, 3-phase Transformers under Bulk Procurement of 765kV and 400kV class Transformers & Reactors of various Capacities (Lot-4). Specification no.: CC/NT/W-TR/DOM/A06/24/14251		months Min. 1 & Max. 2 units per month	
		(i)	Unit-1	18 Months		
		(ii)	Unit-2	18 Months		
		(iii)	Unit-3	19 Months		
		(iv)	Unit-4	19 Months		
		(v)	Unit-5	20 Months		
		(vi)	Unit-6	20 Months		
		(vii)	Unit-7	21 Months		
		(viii)	Unit-8	21 Months		

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		(ix)	Unit-9	22 Months	site: 16-28 months		
		(x)	Unit-10	22 Months	2 units in each month		
		(xi)	Unit-11	23 Months	(16-22 months)		
		(xii)	Unit-12	23 Months	1 unit in each month		
		(xiii)	Unit-13	24 Months	(23-28 months)		
		(xiv)	Unit-14	24 Months	Erection & Ready for Commissioning:18-30 months		
		(xv)	Unit-15	25 Months			
		(xvi)	Unit-16	26 Months	2 units in each month		
		(xvii)	Unit-17	27 Months	(18-24 months)		
		(xviii)	Unit-18	28 Months	1 unit in each month		
		(xix)	Unit-19	29 Months	(25-30 months)		
		(xx)	Unit-20	30 Months			
		<p>Note: The Unit mentioned above includes the aforesaid Transformer (including Insulating Oil) and any other item/equipment/material/services (as per BoQ/Price Schedules) to be supplied alongwith the said Transformer. The said item/</p>					

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		equipment/ material/ services (as per BoQ/Price Schedules) to be supplied along with the aforesaid Transformer (including Insulating Oil) shall be suitably intimated by POWERGRID during execution of the Contract prior to scheduled dispatch of the Transformers.		
10.	Clause 21.2 of GCC (SCC), Vol-I of the Bidding Documents	<p>If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor</p>	<p>We request you to amend the clause as per below:</p> <p>If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the delayed portion value Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).</p>	The provisions of the Bidding Documents shall remain unchanged.

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		<p>and said amount will be payable without proof of actual loss or damage caused by such default.</p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p>		
VOLUME - II: TECHNICAL SPECIFICATIONS				
11.	General		<p>We understand that the below list of works will be completed by customer before giving dispatch instructions to the contractor.</p> <ol style="list-style-type: none"> 1. Readiness of Main Tank Foundation with Rail cum Road 2. Readiness of A-Frame foundation 3. Readiness of Pipe support foundation 4. Complete Back filling with compaction <p>Kindly Confirm.</p>	Bidder shall quote meeting the requirement of bidding documents
12.	Section Project	e) Cables & Accessories:/Section Project All cables (Power, Control, shielded twisted pair cable for 4-20mA signal & any special cable as required from individual Transformer unit to Cooler Control Cabinet / Marshalling Box (MB)/OLTC Drive Mechanism Box (DM) / any other cubicle (associated with 400kV Class Transformer as applicable) is deemed to be included & shall be	We understand that supply and erection of cable between RTCC panel and Transformer MB is in the scope of bidder. Kindly Confirm. If so, kindly provide us the route length to be considered for the cables to be laid between RTCC panel and Transformer MB.	Bidding document is amply clear. Bidder shall quote meeting the requirement of Clause C of Annexure-II-Frequently Asked Questions of Section Project. Bidder shall

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		treated as Part of each 3-Phase 400kV class Transformer. This shall also include 300m FO cable for 3-Phase 400kV class Transformer unit		quote meeting the requirement of Bidding documents.
13.	Section Project	i) Foundation or Storage platform as applicable & associated civil work/3. Specific Exclusion/Section Project	We understand that storage platform for: 1. Transformer along with Accessories 2. Oil Drums 3. RTCC panel 4. Mandatory Spare shall be provided by customer (M/s Power Grid)	Bidding document is amply clear. Bidder shall refer Clause 3 of Section Project. Bidder shall quote meeting the requirement of bidding documents.