| **S N** | **Clause** | **Provision of Bidding Documents** | **Bidder’s Query** | **POWERGRID's Reply** |
| --- | --- | --- | --- | --- |
| **Volume-I (Conditions of Contract)** |
|  | Clause 1.4(E) Appendix-1 – (TERMS AND PROCEDURES OF PAYMENT) to Contract Agreement, Section-VI | E. Final Payment  The balance 10% (ten percent) of the erection price component (excluding price component for survey) shall be paid after successful commissioning of the transmission line and issuance of Taking Over Certificate. However, in case, for any reason solely attributable to the Employer, the commissioning of line is delayed beyond 120 days of successful completion of final checking and testing of line for the purpose of commissioning as defined in Technical Specification, Volume-II of the Bidding Documents, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of transmission line for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over. | Terms of payment – Final Payment supply of service portionThe balance 10% (ten percent) of the erection price component (excluding price component for survey) shall be paid after successful commissioning of the transmission line and issuance of Taking Over CertificateThe scope under above mentioned packages involves construction of portion of complete lines and balance portion may be done by other contractor. Hence, the lines cannot be commissioned till the other contractor complete their portion of work.As such, we request you to kindly amend the above mentioned payment terms to read as “ The balance 10% (10 percent) of the erection price component (excluding price component for survey) shall be paid after successful mechanical completion of the transmission line under scope of the packages mentioned above on submission of Bank Guarantee. | The provisions of the Bidding Documents shall remain unchanged. |
| 2. | Clause 1.4 (B) Appendix-1 – (TERMS AND PROCEDURES OF PAYMENT) to Contract Agreement, Section-VI | B. Interest Bearing Initial Advance (Optional ^^) Ten percent (10%):B.1 1st Installment of 05% (Five) of the total Installation price component (*excluding the price component for survey*) shall be paid on Establishment of Contractor’s site offices, commencement of stub setting work & certification by Project Manager that satisfactory mobilisation for erection exists and on submission of  (a) Proforma invoice(s),(b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}] in line with GCC Clause 9.2 and(c) Performance Securities in line with GCC Clause 9.3. B.2 2ndInstallment of 05% (Five)^^ of the total Installation price component (*excluding the price component for survey*)shall be paid on completion of 5 route kms of stringing & certification of the same by Project Manager and on submission of (a) Proforma invoice(s), (b) Advance Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}] in line with GCC Clause 9.2 and(c) Performance Securities in line with GCC Clause 9.3. (d) A declaration by the Contractor stating that the 1st Installment (5%) of advance has been utilized against the mobilization works for the subject contract.  | Under Appendix I, B.2- 2ndInstallment of 05% (Five)^^ - Please allow release of this second advance along with site mobilization. The subject work involves destringing and works associated with the existing section which will be time consuming and initial 5% mobilization advance will not be enough towards the initial mobilization expenses | The provisions of the Bidding Documents shall remain unchanged. |
| 3. | Clause 1.4(D2) Appendix-1 – (TERMS AND PROCEDURES OF PAYMENT) to Contract Agreement, Section-VI | 1.4 Price Component for Installation (including Civil Works)……………………….D1. Progressive Payment Sixty Eight (68%)^^^^ (*excluding the price component for survey*) shall be paid on completion of the each of the items of Erection activity and on successful completion of quality check point involved in Installation, submission of the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID ………………… ………………………………..D2. Ten percent (10%) of total Installation price component *(excluding* *the price component for survey*) shall be paid in three equal parts, each on physical construction of 1/3rd of the Transmission Line section including liquidation of defects/deficiencies on the line section and certification of the same by Employer’s representative and on submission of GST invoice. | Under D2. - Ten percent (10%) of total Installation price component is being paid on physical construction of 1/3rd of the line. These are balance works and involving local issues, linking this payment on completion will have huge negative cash flow in the project and almost 20% including final payment will be released at the end of the project. Please allow these payments along with progress payment D1. | The provisions of the Bidding Documents shall remain unchanged. |
| 4. | Request for additional clause in GCC. | - | “If, the Contractor is unable to carry out any of its obligations for more than 30 days under the Contract for any reason attributable to the Employer/Purchaser, including but not limited to the Employer’s / Purchaser’s failure to provide possession of or access to the Site or other areas in accordance with provision of contract, or failure to obtain any government/statutory permits necessary for the execution and/or completion of the Facilities/Works, or the Employer/Purchaser has failed to pay the Contractor any sum due under the Contract within 15 days from the specified period of due payment, or has failed to approve any invoice or supporting documents without just cause pursuant to the terms of Payment, then the Contractor may by giving 30 days’ notice to the Employer/Purchaser suspend total or partial performance of all or any of its obligations under the Contract, or reduce the rate of progress. If the Contractor’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 35, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 34.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor’s default or breach of the Contract.” | The provisions of the Bidding Documents shall remain unchanged. |
| 5. | Clause 39.2 of GCC, Section-IV | The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore………………………………………………………………………………………… | Modification of Existing Clause GCC Clause 39.2:Please allow appointment and proceeding of arbitration in accordance with the Indian Arbitration & conciliation Act, 1996 or any statutory modification thereof. | The provisions of the Bidding Documents shall remain unchanged. |
| 6. | Clause 17.2.1 and 17.2.2 of GCC, Section - IV | 17.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub Clause 14.2, unless otherwise mutually agreed.17.2.2 The equipment & materials to be furnished by the Employer shall be supplied to the Contractor at the depots established by the Contractor or the Employer. The Lorry Receipts for the materials will be handed over to the Contractor by the representative of the Employer as and when the same are received. The Contractor shall be responsible for taking delivery of these materials from the railways/road transporter, unloading them from the transporter, carting them to different stores built by him for the purpose, the unloading and cartage being at the cost of the Contractor. All wharfage and demurrage charges incurred due to delay in taking delivery will be to the Contractor‟s account, except those due to reasons beyond his control in which case the Contractor shall immediately intimate the Engineer for settling the claims. The Contractor shall be responsible for proper handling and storage of these materials from the time of receipt upto the time of Taking Over of the Facilities by the Employer. | GCC Clause 17.2.1 and 17.2.2 are contradictory where material to be supplied by employer has been specified to be provided at location as well as stores established by contractor | The provisions of the bidding documents are amply clear.  |
| 7. | Clause 18.3.2.1 of GCC, Section-IV | 18.3.2.1 (i) The Contractor shall (a) establish an operational system of managing environmental impacts,……………………………………………………………………………………………………………………………………. (iii) The Contractor shall undertake detailed survey of the affected persons during transmission line alignment finalization under the Project, where applicable. And………………………………………………………………………………… | Environment Management Plan: Responsibility of Contractor under (iii) regarding detailed survey of affected persons. Please inform the what needs to be done by contractor under this EMP | The provisions of the bidding documents are amply clear. |
| 8. | Clause 30 of GCC, Section-IV | **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 ……………………………………………………………………………………………………………………………… | Please the treatment of deductible in case of add on insurances/ insurance for any OSM. | The provisions of the bidding documents are amply clear. |
| 9. | clause 22 of GCC, Section-IV | 22. Defect Liability 22.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment………………………………………………………………………………………………………………………………… | GCC, CL 22, Defect Liability Period:We understand that the Contractor shall be responsible for the works executed under the present scope of the contract. However, Employer shall be responsible for the Warranties of the equipment supplied to the contractor and works already executed. Please confirm. | Defect liability period is for the scope of the work to be executed under the contract. |
| 10 | GCC 30.8 | For the project completion of works, the entire line must be completed for all activities to charge the line. Under the provision of 1.1.5 Volume II, Section – 1, it is stated that the contractor will take safe custody of the material and maintain the insurance cover as required & install the same in the transmission lines as stipulated in this specification. | In addition to OSM material from designated stores, there is already erected section of the line. Please advise the scope of insurance for these portions of works, as in case the insurance cover has to be taken for these materials then the insurance cover has to be taken from the period of start of installation of these works and completion of entire works. Kindly clarify the scope of insurance cover of the erected portion which includes foundation, erection and strung portion. | On award of Contract, the agency shall take over OSM from POWERGRID within 15 days and arrange required Insurance with approval from POWERGRID and cost of the same shall be reimbursed by POWERGRID.Similarly, om award of Contract, he agency shall take over the portion of the line already erected from POWERGRID within 15 days and arrange required Insurance with approval from POWERGRID. cost of the same shall be reimbursed by POWERGRID. OSM Insurance shall be as per Clause 30.8 of GCC.The effective date of insurance shall be from date of taking over by the agency to completion of entire scope of works up to the date of TOC. |
| Please confirm that any losses, theft and any others in the executed portion, the responsibility of claim management shall be of Owner. |
| **Volume-II (Technical Specification)** |
| 11. | Clause 1.1 Scope, Section-I  | ............. | According to the tender scope, this is balance works so kindly clarify the following points:1. Name of the contractor.
2. Kindly clarify how the old liabilities will be settled including supplier and sub-contractor dues
 | This is an independent project consisting scope of works as mentioned in bidding documents. The work is to be executed as per the TS & BPS. |
| 12. | Clause 1.1 Scope, Section-I | ................. | De-stringing & dismantling of existing 400kV transmission line. (Whenever applicable & covered and under BPS). Please confirm the scope of de-stringing & dismantling of existing line. | The scope doesn’t envisage any dismantling of towers and covers de-stringing works in a portion of line, which will involve the removal of old line material Conductor/E/W, insulator and hardware etc. and transportation, unloading and proper stacking at POWERGRID designated stores. Based on healthiness, above material shall be reused in these lines or any other future POWERGRID projects. |
| 13. | JMC report | ............. | Please provide the JMC report of balance works. Also provide record of JMC for store material and also indicate the quality and condition of material be justified for execution of the line. | There is no JMC of balance works. Bidders may visit the site to acquaint themselves with the scope of works. Only healthy and good condition OSM (Owner supplied material) shall be issued to the contractor for execution of works. |
| 14. | Technical Specification | ............. | Supply of Nuts & bolts.As in the technical specification, size of the nuts & bolts is not given. Please provide the size of nuts & bolts & height of the tower. | Please refer clause 1.2.2 of Section-IV of TS for bolts & nuts. |
| 15. | Clause 1.1.2(xi) of Section-I of Technical Specifications | .................. | Stringing of power line crossing section under live line condition (Where ever applicable & covered under BPS).As per given BOQ there is no item for “Stringing of Power line crossing section under live line condition. Kindly clarify how the payment will be made. | Work is to be executed as per TS and the quantities mentioned in the BPS. |
| 16. | General | ................ | As per tender scope, supply of conductor is not in bidder’s scope, so please provide the condition of existing conductor. | De-stringing of existing conductor (already strung) shall be carried out by the contractor and stringing shall be done using new conductor supplied as OSM.  |
| 17. | Section-I Technical specification – Clause- 1.1.5  | In case, part quantity of Tower/Tower Parts and other line material viz. insulators, earthwire, hardware fittings, conductor & earthwire accessories etc. are supplied by the Employer or other Supplier, the contractor shall take delivery, carry out (unloading & stacking), ensure safe custody of materials at their stores including insurance cover as required &install the same in the transmission lines as stipulated in this specification.The contractor, upon direction from Employer shall use the same for execution of the transmission line. In this regard, the responsibility of loading - unloading, transportation etc of these items from the existing stores till use on the line shall be that of the contractor and no additional cost shall be paid by Employer. | As per the Cl No. 1.1.5, Section-I Technical Specification, it is mentioned that some quantity of owner supplied transmission line items i.e. tower/tower parts, conductor, insulators, hardware fittings and accessories for conductor & earth wire will be available in the existing stores. However, as per price schedule, we have to quote for transportation rates for Tower, Earthwire, Insulator and Hardware fittings to be transported from POWERGRID designated store to designated site, but conductor is inadvertently missing in price schedule. We understand that the transportation of conductor to our designated site store will be in scope POWERGRID. Please confirm | The conductor shall be owner supplied material (OSM) and the transportation of conductor to the designated site store is in the scope of conductor supplier. However, conductor removed from the line during de-stringing has to be returned to POWERGRID stores. |
| 18. | Section-I Technical specification – Clause- 1.1.5 | ............. | As per the Cl No. 1.1.5, Section-I Technical Specification, it is mentioned that some quantity of owner supplied transmission line items i.e. tower/tower parts, conductor, insulators, hardware fittings and accessories for conductor & earth wire will be available in the existing stores. We understand that, if any test to be conducted of all line material items, will be in POWERGRID’s scope. Please confirm | While issuing material from POWERGRID’s stores, only healthy and good condition material shall be issued to the contractor.However, before erection necessary checks/verification may be done as per clause no 3.0 of Section-IV. |
| 19. | Section-I Technical specification – Clause- 1.1.5 | ............. | As per the Cl No. 1.1.5, Section-I Technical Specification, it is mentioned that some quantity of owner supplied transmission line items i.e. tower/tower parts, conductor, insulators, hardware fittings and accessories for conductor & earth wire will be available in the existing stores. We understand that after any defects arising out of items issued from POWERGRID store will be in POWERGRID’s scope and hardware fittings and insulators would be issued in complete set. Please confirm | While issuing material from stores, only healthy and good condition material shall be issued to the contractor for transportation to the designated sites. The contractor shall be responsible for proper loading, transportation, unloading and stacking of material. The hardware fittings shall be issued in full set and the Disc/CLR insulators shall be issued on unit number basis. |
| 20. | Section-I Technical specification – Clause- 1.1.5 | ............. | It is highly possible that materials get damaged during de-stringing work. We understand that for any damages to materials during de-stringing work, contractor will not be held responsible and PGCIL will not deduct any amount towards it. Please confirm. | The contractor shall take necessary precautions to avoid damages/ wastage of line materials during de-stringing works. The Contractor shall be responsible for proper reconciliation, accounting and safe storage of the materials at site and further transportation to Employer’s stores situated along the line. |
| 21. | Section-I Technical specification – Clause- 1.1.5 | ............. | We understand that all the materials under de-stringing scope will not be used for the above mentioned transmission lines. If the same has to be used again, any defects arising out of items or any test to be conducted will be in PGCIL’s scope. Please confirm. | The healthy and good condition line material removed from lines may be used in these lines or any other future POWERGRID projects. |
| 22. | As per BPS, there is scope of de-stringing of existing 400 kV D/C line and transportation to store  |  | Please inform the reason of de-stringing works, does it involve removal of all the line material including insulator, hardware and others and transportation to the POWERGRID designated stores. | De-stringing works are for replacement of conductor/ earthwire in a portion of line. Based on the healthiness of removed insulators and hardware, same shall be reused or transported, unloaded and stored at POWERGRID designated stores. |
| 23. |  | Please inform us the methodology to be adopted for the return of material. In case of dismantling of tower shall the material be returned as scrap or to be returned piece wise, similarly conductor and hardware. Further inform us the treatment if there is any damage to material during the dismantling process and missing members as this material has been installed earlier and prone to damages and theft. | The scope doesn’t involve any dismantling of tower members. The scope involves i) De-stringing of existing conductor/ earthwire in a portion of line including inspection of insulator strings, hardware fittings and accessories, dismantling and replacement of the same (as required).ii) The contractor shall take necessary precautions to avoid damages/ wastage of line materials during de-stringing of conductor. The Contractor shall be responsible for proper reconciliation, accounting and safe storage of the materials at site and further transportation to Employer’s stores. |
| 24. |  | Kindly confirm whether the returned material needs to be rewind in drum, wooden box or any others requirement. | Winding of conductor/ earthwire removed from the line on drums shall be done by contractor. The contractor shall to the extent possible make use of the available empty drums of conductor for this purpose. Any additional empty drum, wooden boxes or any other required shall also be arranged by the contractor.  |
| 25. |  |  | Please confirm that the material can be transported to any of the nearest five stores identified in bidding document and these materials shall not be used in the reconstruction of the line. | Transportation of above drums and all insulators, conductor accessories etc. removed from the line shall be done by contractor to the employer’s designated stores situated along the line. Based on the healthiness, the removed material shall be reused in these lines or any other future POWERGRID projects. |
| 26. | As per BPS, there is scope of Tack welding of bolts & nuts of all type of 400 kV D/c already erected tower. |  | Please inform the tentative Bolts & Nuts of each type of tower. | Bidder may visit the site to acquaint themselves with the details of proposed transmission lines. |
| 27. |  | Please make provisions to quote for tower erection and tower checking rates in the BPS for these erected towers, as during this period of non-construction there is scope of missing member and the erection rate of missing member will be very high compared to normal erection rate of full tower. | The quantity of the missing members (Tentatively 310 MT for TW3B and 620MT for TW6B) is already included in BPS. Bidder to quote as per existing BPS.  |
| 28. |  | Kindly confirm that the missing members will be supplied by POWERGRID from their stores or need to be supplied by contractor. Kindly allow separate supply rates in BPS for missing tower members. | Bidders to quote as per the existing BPS. |
| 29. | As per BPS, transportation of h/w fitting, insulator and Tower parts from POWERGRID stores. |  | Kindly inform us tentative quantity of these materials in each store package wise to estimate our transportation expenses. | Bidder is requested to visit/contact the site and quote the rates accordingly for transportation. |
| 30. | Refurbishment of OSM |  | Please confirm that there is no scope of refurbishment of material being supplied under OSM namely Tower parts, insulator, insulator and h/w fitting.Methodology of replenishment to be defined in order to make the replenished material billable. This will have time implication in addition to cost unless methodology and timelines for approval is defined | All the owner supplied material (OSM) shall be issued in healthy condition |
| 31. | Existing Material |  | Please confirm the process/ test and responsibility of checking of the material lying in the store. | While issuing material from POWERGRID’s stores, only healthy and good condition material shall be issued to the contractor. However, before erection, necessary checks/verification shall be done as per clause no 3.0 of Section-IV. |
| 32. |  | Please inform the procedure to follow in the event of the failure of installed works such as foundation, Tower erection and others. The mechanism to compensate for the rework involved in the installed portion and procedure for documentation/ checklist to be followed. | No major rectification works are envisaged in the scope of works. However, minor repairing works may be carried out in line with the existing BPS. |
| 33. | As per Survey  |  | Based on our survey we find number of locations are on riverbed due to change of course, is there any reconstruction work any pile works under this package. | This package doesn’t cover any pile foundation works. |
| 34. |  | Based on our survey we find there are various locations in which hutment and habitation has been done, any shifting work involved in those section. Kindly make provision of dismantling work in BPS. | Please refer clause no 1.4 of Section-I of TS. |
| 35. |  | Please inform the status of Forest/ Environmental approval and anticipated timeline to receive the NOC to work in Forest Portion. | Bidder may contact the site for details. |
| 36. | For the project completion of works, the entire line must be completed for all activities to charge the line. Under the provision of 1.1.5 Volume II, Section – 1, it is stated that the contractor will take safe custody of the material and maintain the insurance cover as required & install the same in the transmission lines as stipulated in this specification. |  | Please inform the value of material package wise for taking the insurance cover. | The material value shall be informed to the successful bidder. |
| 37. | Annexures – Section III  |  | VOL II SECTION III Responsibility Of filling the formats as the details sought is normally not available with the contractor. | The work has to be carried out as per requirement and bid provision. |
| 38. | Clause 1.1.1 Technical Specification, Section-I  |  | **Package TW3B**As per Sec-I, Technical Specifications, Clause 1.1.1 Part-I (TL-1) of the transmission line starts from lower subansiri and terminates at angle point 42/0 (Majhulia gaon) and Part-I (TL-II) of the transmission line starts from lower subansiri and terminates at angle point 36A/0 (Dejoo tea garden).However, as per the second envelope of the price schedule, TW3B (Part-I) starts from lower subansiri and terminates at BNC transmission line-I part-I and TW3B (Part-II) starts from lower subansiri and terminates at BNC transmission line-I Part-II.**Package TW6B**As per Sec-I, Technical Specifications, Clause 1.1.1 Part-II (TL-1) of the transmission line starts from Majhulia gaon and terminates at dead end Biswanath Chariyali and Part-II(TL-II) of the Transmission line starts from Dejoo Tea garden and terminates at dead end of Biswanath chariyaliHowever, as per the second envelope of the price schedule, TW6B (Part-I) starts from lower subansiri and terminates at BNC transmission line-II part-I and TW6B (Part-II) starts from lower subansiri and terminates at BNC transmission line-II Part-II. | The description mentioned in the price schedule may be read as:“Tower package TW3B contains Part-I of Lower Subansiri – BNC (Biswanath Charali) TL-I and Part-I of Lower Subansiri – BNC (Biswanath Charali) TL-II.”“Tower package TW6B contains Part-II of Lower Subansiri – BNC (Biswanath Charali) TL-I and Part-II of Lower Subansiri – BNC (Biswanath Charali) TL-II.”Other details including coordinates have been given in TS. |
| 39. |  |  | Please confirm whether the rate of Hardware fittings string "Single I Suspension String Pilot" has to be quoted with counter weight or without | Please ref clause no 1.16 of Section-VI of TS. |