

**CORRIGENDUM-2, Dated:07.07.2022**

<b>BYPL NIT NO:</b>	CMC/BY/22-23/RS/SvS/AS/17 DT: 10.06.2022			
<b>Work:</b>	AMC of Electricity Distribution Network consisting of EHV Grids , 11kv Network, streetlight, MMG, etc. in BYPL			
<b>Subject:</b>	Reply of pre-bid queries of the bidders			
<b>Sl. No</b>	<b>NIT Clause Reference</b>	<b>Description</b>	<b>Bidder's Query</b>	<b>BYPL Reply</b>
1	Section-I, RFQ, Clause 4.1 (i)-Technical QR, Page No.12	The bidder should have experience in Project execution or maintenance work of Distribution Network of voltage level 11 KV and 33 KV or above in any power distribution Utilities / SEB's / Discoms / other govt. organizations for not less than continuous 06 months within last 5 financial years (FY18 to FY22).	1) BYPL is requested to consider our Operation and Maintenance contract for power plant including the Substation / Switchyard of 11KV to 400kV (GIS and AIS) experience to PQR. 2) We are working as a Distribution Franchisee with multiple DISCOMs. The task of maintenance of lines and other network assets fall under our responsibility as per terms of the agreement. We do not raise any invoice to utility for such activity. BYPL may kindly advise on whether the above arrangement shall suffice as a qualification parameter as laid down in the bid document.	This clause is amended as below:  (i) The bidder should have experience in Project execution or maintenance work of Generation/ Transmission/ Distribution Network of voltage level 11 KV and 33 KV or above in any power distribution Utilities / Power Generation Utilities/SEB's / Discoms / other govt. organizations for not less than continuous 06 months within last 5 financial years (FY18 to FY22). OR, The Bidder should have experience working as Distribution Franchisee of any DISCOM having minimum 01 Lakh consumers with the task of maintenance of lines and other network assets of voltage level 11 KV and 33 KV and above for not less than continuous 12 months within last 5 financial years (FY18 to FY22).
2	Section-I, RFQ, Clause 4.1 (iii)-Technical QR, Page No.12	Details of project execution work of EHV / HT / LT / Meter Installation including Service Line connections carried out by bidder in last five (5) years shall be submitted as per format Annexure II	1) We have performed the Project Management Consultancy service for 400kV to 765kV and successfully completed.  2) All the works defined in the said clause falls under our purview while acting as a DF for the utility. The said activities as laid down in the clause are recurrently done by us. Reports and details may be shared as required.	This clause is amended as below:  Details of project execution or Distribution Franchisee work of EHV / HT / LT / Meter Installation including Service Line connections carried out by bidder in last five (5) years shall be submitted as per format Annexure II
3	Section-I, RFQ, Clause 4.1 (iv)-Technical QR, Page No.12	Performance certificates for AMC / Projects executed / Projects with warranty completed successfully shall be submitted by bidder.	In case of a Distribution Franchisee the task of maintenance of lines falls under own responsibility as per DFA. The quantum of network assets managed by us is defined. However, no such completion certificate is available since the agreement with utility is for 10 years. BYPL may kindly suggest on this matter.	It is further clarified that in case the bidder is a distribution franchisee, it can submit the copy of distribution franchisee Agreement alongwith performance certificate of ongoing work.
4	Section-I, RFQ, Clause 4.2 (ii)-Financial QR, Page No.13	The bidder must have executed a single order of minimum value of Rs 20 crore or two orders of minimum value Rs 12.5 cr each or three order of minimum value Rs 10 crore each in the field of project execution or maintenance work of Distribution network in the last seven financial years (FY16 to FY 22). The completed Cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose.	1) The technical qualification needs to be relaxed since as you're aware the all DISCOMS presently does not offer the circle wise contracts therefore single or double or three orders for the value defined by you is difficult to arrange. So it is required to be relaxed like single 18 from 20, double 10 from 12.5 and 0.9 from 10.(in crore). 2) Following deviation is requested to be substituted: The bidder must have executed a single order of minimum value of Rs 18 Crore or two orders of minimum value Rs 14 Crore each or three orders of minimum value Rs 11 Crore each in the field of Project execution or maintenance work of Distribution Network in the last seven financial years (FY16 to FY22). The completed cost will be escalated by BYPL 8%.compounded rate for each completed year, ending March 31st for the assessment purpose. 3) There is no order for distribution franchisee, but a Distribution Franchisee Agreement is executed in between utility and us. In this case the utility raises a monthly power purchase invoice to us based on a quoted RPU. All other O&M and overhead costs are borne by us. BYPL may kindly suggest as to whether our yearly power purchase invoice shall suffice as financial qualification.	The bidder must have executed a single order of minimum value of Rs 20 crore or two orders of minimum value Rs 12.5 cr each or three order of minimum value Rs 10 crore each in the field of Generation/ Transmission/ Distribution Network of voltage level 11 KV and 33 KV or above in any power distribution Utilities / Power Generation Utilities/SEB's / Discoms / other govt. organizations in the last seven financial years (FY16 to FY 22). The completed Cost will be escalated by BYPL @ 8% compounded rate for each completed year, ending March 31st for the assessment purpose. OR, The Bidder should have Distribution Franchisee of any DISCOM having minimum 01 Lakh consumers with the task of maintenance of lines and other network assets of voltage level 11 KV and 33 KV and above.
5	Section-I, RFQ, Clause 4.2 (ii)-Financial QR, Page No.13	The average annual turnover of the Bidder, in the preceding three (3) financial years (i.e., FY22, FY21 & FY20) should not be less than Rs 70 Crore.	...Our turn-over is 85cr , 30cr , 26 cr respectively, so we request you to kindly re-think the qualification criteria so that we can participate.	Tender conditions shall prevail.
6	Section-I, RFQ, Clause 4.2 (iii)-Financial QR- Networth, Page No.13	The bidder should have net worth of Rs 18 Crore as on the last day of the preceding financial year on the date of bid submission.	> We request to reduce the net worth criterion to Rs 12/9.5/07 Crore from existing mentioned Rs 18 Crore.	Tender conditions shall prevail.
7	Section-I, RFQ, Clause 4.2 (iv)-Financial QR- Solvency, Page No.13	Bidder must provide proof of having solvency of an amount equal to Rs 15 Crore from any nationalized/ scheduled commercial bank.	> We request to reduce the solvency criterion to Rs 12/07/10 Crore from existing mentioned Rs 15 Crore.	Tender conditions shall prevail.
8	Section-I, RFQ, Clause 4.3 (b) (i)-Other Requirement, Page No.14	Last three Financial Years (FY 19-20, FY 20-21& FY 21-22) audited financial statement.	1) In Financial QR, criteria are fixed including the F.Y. 2021-22. Whereas, Audited Balance Sheets are yet to be finalized for FY 21-22 by almost every Agencies. Hence, Financial QR may be based on last 3 years i.e. upto FY 20-21.  2) The clause for submitting the balance sheet needs to be reviewed as our current Financial Year that is 31st March 2022 balance sheet is not finalized yet so either accept provision for FY 2022 or accept earlier three financial years.	Last three Financial Years (FY 19-20, FY 20-21& FY 21-22) audited financial statement. In case audited balance sheet of FY 21-22 is not available then bidder can submit provisional balance sheet for FY 21-22 alongwith UDIN based CA certificate.

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<b>Subject:</b>	Reply of pre-bid queries of the bidders			
9	Section-III, SCC, Clause 3- Effective Date, Time & Validity, Page No.30	EFFECTIVE DATE, TIME AND VALIDITY  BYPL may, at its sole discretion, consider renewal and extension of the agreement beyond agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, BYPL may, at its discretion, renew even within One Month of expiry of agreement. BYPL reserves the right not to renew and extend the agreement beyond agreement duration.	Our suggestion is as under:-  Noted. However if the Contract period is extended beyond 3 years then same shall be discussed and agreed mutually.	Following sentence is added in this clause:  .....However, in exceptional cases when the Contract period shall be extended beyond 3 years then same shall be discussed and agreed mutually.
10	Section-III, SCC, Clause 4- Order Value, Page No.31	4. ORDER VALUE Value of the Contract will be contracted out on the basis of finalized rates. The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (a) increased labour costs including minimum wages or costs related to vehicles or other equipments provided, (b) changes in insurance premiums, and/or (c) changes in legislations or regulations relating to the Service.	Our suggestion is as under:-  Value of the Contract will be contracted out on the basis of finalized rates. The Contractor shall not be entitled to adjustment in the Service Fees during the term of this Agreement for increase due to (a) increased labour costs including minimum wages or costs related to vehicles or other equipments provided, (b) changes in insurance premiums, and/or (c) <del>changes in legislations or regulations relating to the Service.</del>	Tender conditions shall prevail.
11	Section-III, SCC, Clause 5.2- Rates & Escalation, Page No.31	The rates set out above are also inclusive of reasonable incidental expenses incurred by Contractor on the following: i. Cost of Labour, tackles and supervision.	Do we have to absorb existing Manpower and if so, are they paid as per minimum wages or their present CTC be communicated including Conveyance, Mobile and any other Allow.	Tender conditions shall prevail
12	Section-III, SCC, Clause 6.2- CPBG, Page No.31	The CPBG shall be of 10% of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period, plus three (3) months or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.	1) CPBG need to be change to 5% since almost all the DISCOMS involve 5% CPBG only as such we request to kindly amend the same.  2) As per the clause 6.2 of SECTION – III: SPECIAL CONDITIONS OF CONTRACT (SCC) the CPBG is demanded 10% of initial average annual contract value but as per policy no. F.9/4/2020-PPD Government of India (Ministry of Finance) dated 12/11/2020 extended via office memorandum dated 30/12/2021, which states to reduce the “performance security” from 5-10% to 3% of the value of contract till 31.03.2023.	This clause is amended as below:  6.2) The CPBG shall be of 7.5% (Seven & half %) of initial average annual contract value inclusive of taxes & duties and shall be valid till agreement period plus three (3) months towards claim period or latest RBI guidelines (if any) regarding claim period, whichever is higher.
13	Section-III, SCC, Clause 7.3- Payment Terms, Page No.32	Company shall make payments , without any interest / charges and after deduction of taxes, penalties as applicable, against the bills within 30 days from the date of receipt of the bills , duly verified and certified by Engineer-in-charge	Terms of payment so far we are engaged with you are on 7 days basis and now it is 30 days. We request to kindly amend to within 7 days since the scope of work as per contract now to be awarded is very huge compared to present contract as such it will attract huge investment.	Tender conditions shall prevail
14	Section-III, SCC, Clause 8- Insurance, Page No.33	Regarding Insurance Policies to be taken by contractor	Do contractor need to take Term Insurance and GPA policy from the BYPL nominated Insurance Company ? If so, what will be the premium amount?	In order to facilitate vendors and on economy of scale, BYPL is just facilitating with best rates available from insurance agency.  However, Bidders are free to adopt any better insurance agency / policy.
15	Section-III, SCC, Clause 8- Insurance, Page No.33	Insurance: Waiver of Subrogation	As Waiver of Subrogation clause is salient in the tender document and its mandatory for AMC contract for 3 years for services . Hence its requested to kindly add this clause .  AMC Contractor & Employer under Clause hereby waive any right of recovery against each other. This Clause shall constitute a full waiver of the insurer's rights of subrogation. Each Party will ensure that Insurance Companies will not have any right of subrogation against the other party.  Both Company & Contractor will provide the full Waiver of Subrogation in favor of the each other will ensure that Insurance Companies will not have any right of subrogation against the other party.	Tender conditions shall prevail.
16	Section-III, SCC, Clause 8/8.1-Insurance, Page No.33	The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim and without any liability on BYPL. The premium amount for both the above policies shall be borne by the Contractor.	It take 6-7 months for insurance claim to be settled, How same day claim settlement is possible.	Tender conditions shall prevail.

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17	Section-III, SCC, Clause 8.2- Medical Insurance, Page No.33	Contractor shall take a mediclaim policy including family floater of minimum sum assured value Rs. 2.00 lakhs for the resources who are not covered under ESI	Do we need to take GMC policy for Self + 5 i.e. including Parents? Can the premium amounts be recovered from employees?	Following sentence is added in clause 8.2:  .....Recovery of premium of GMC insurance shall be as per bidder company policy
18	Section-III, SCC, Clause 8.3- Third Party Insurance, Page No.33	Contractor shall take at his own cost third party insurance and other suitable insurance policy for his own men and materials.	What will be the sum insured for third party insurance?	Bidder has to make its own assessment of the risk involved in the work and take the suitable Third Party Insurance policy accordingly.
19	Section-III, SCC, Clause 9- Penalty, Page No.34	9. PENALTY 9.1. Penalty related to score card shall be levied as mentioned in Section-V, Scope of Work. 9.2. Penalty related to HR issues & ID Cards shall be applicable as defined in GCC. 9.3. Penalty for non-compliance of statutory regulations shall be applicable as defined in GCC. 9.4. Penalty for misconduct/failure in performance of task under the agreement shall be applicable as defined in GCC. 9.5. Penalty for violation of safety & quality norms shall be applicable as defined in Annexure-III,EHS Conditions of the Contract.	Kindly consider our request as below -  Total aggregate Liquidated damages/Penalty/ recoveries against clause no. 9.1, 9.2 ,9.3 ,9.4 ,9.5 ( of SCC page 34 of 206) & clause no. 2.1 ,2.2,2.3,,24,2.5,2,6,2.7,2.8,2.9 & 2.10 ( of Part - II, Page no.86 to 90 of 206) including all other provisions of the Contract shall not exceed 10% of the Contract Value in whatsoever cases.	Following sub-clause 9.6 is added in the clause 9-Penalty:  9.6) Total annual aggregate Liquidated Damages and Penalty against various clauses of the contract shall be limited to maximum 10% of the annual Contract Value.
20	Section-IV, GCC, Clause 10- Liquidated Damages, Page No. 41	10. LIQUIDATED DAMAGE.  a) Equivalent to charges for completion /rectification of work plus 30% overhead charges, which will be recovered from the Contractor's invoice/outstanding payment/CPBG;	Our suggestion is as under:-  Equivalent to charges for completion /rectification of work plus <del>30% overhead charges</del> , which will be recovered from the Contractor's invoice/outstanding payment/CPBG;	Tender conditions shall prevail.
21	Section-IV, GCC, Clause 11- Period of Mobilisation, Page No. 43	11. PERIOD OF MOBILISATION  Contractor shall mobilize its resources to carry out the assigned services under this Agreement immediately/in advance so that services are made available from the date of start.	Contractor shall mobilize its resources to carry out the assigned services under this Agreement <del>immediately/in advance so that services are made available from the date of start</del> within 60 days from the date of acceptance of Order.	This clause 11 is amended as below:  11) The contractor shall mobilize its resources to carry out the assigned services under this Agreement within 30 days from the issuance of LOI/Order so that services are made available from the date of start of the work mentioned in LOI/Order.
22	Section-IV, GCC, Clause 25- Limitation of Liability, Page No. 49	25. LIMITATION OF LIABILITY 25.1. The Contractor's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value. 25.2. Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/applicable in case of willful default/breach/negligent act/misconduct on the part of the Contractor and/or its employees.	Noted. Further neither parties shall be liable to the other party for any special, indirect or consequential Losses such as, but not limited to, loss of revenue, loss of use of the Plant, loss of power, costs of capital or costs of replacement power.	Tender conditions shall prevail.
23	Section-IV, GCC, Clause No. 26.1-Termination, Page no. 49	During the course of the execution, if at any time the Company observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the Contractor not found satisfactory, the Company reserves its right to cancel/ terminate this Agreement giving 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. On receipt of such notice the Contractor shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The Contractor shall hand over the Company all drawing/documents prepared for this contract up to the date of cancellation of order.	Clarification on Termination clause	Termination clause 26.1 is amended as below-  ..... the Company reserves its right to cancel/ terminate this Agreement giving minimum 30 days' notice without assigning any reason and the Company will recover all damages including losses occurred due to loss of time from the Contractor. After termination of the agreement, the Contractor shall immediately stop all activities related to the work terminated.....

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<b>Subject:</b>	Reply of pre-bid queries of the bidders		
24	Section-IV, GCC, Clause 26.3 TERMINATION BY COMPANY FOR CONVENIENCE, Page No. 50	<p>26.3. TERMINATION BY COMPANY FOR CONVENIENCE The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.</p>	<p>Our suggestion is as under:-</p> <p>a) The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of <b>90 days</b> to the Contractor. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.</p> <p>b) <b>Further In case of termination of Contract of whatsoever reasons, then, Company to pay 3 months fees as demobilisation cost to the Contractor.</b></p>
			<p>a) This clause 26.3 is amended as below:</p> <p>26.3) The Company shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice of minimum 30 days to the Contractor. The Contract shall stand terminated on the date as per the notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.</p> <p>b) Tender conditions shall prevail.</p>
25	Section-IV, GCC, Clause 26-TERMINATION, Page No. 49	Termination by Company Default (New Clause)	<p>As per Tender issued by you there is no termination right to Contractor in case of Company Default . We request you to insert the following Clause :-</p> <p>42 (c) Contractor shall have the right to terminate the contract <b>without giving any reason</b> by giving 30 days notice.</p> <p>2.29.1 Contractor may terminate this Contract, by not less than thirty (30) day's written notice to Company, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:-</p> <p>a) If Company, fails to pay any money due to Contractor pursuant to this Contract and not subject to dispute within thirty (30) days after receiving written notice from Contractor that such payment is overdue.</p> <p>b) If Company, is in material breach of its obligations pursuant to this contract and has not remedied the same within thirty (30) days or such longer period as Contractor may have subsequently approved in writing) following the receipt by Contractor notice specifying the breach.</p> <p>c) If Company, becomes bankrupt or insolvent.</p> <p>d) If, as the result of Force Majeure, Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days."</p>
			Tender conditions shall prevail.
26	Section-IV, GCC, Clause No. 28-Force Majeure, Page no. 51	Force Majeure Clause:  28.2. Specific Events of Force Majeure  b. Explosions or fires or flood	<p>We request BYPL to add the below clause Covid -19 "Force Majeure" , no provisions are give in case of any Epidemic conditions arises during the execution of Contract and also no provision is given for current out going COVID-19 Pandemic situation. As per the current situation of COVID-19 in the Country, we would request BYPL to add the above provisions in the tender .Our suggestion is as under:-</p> <p>b. Explosions or fires or flood, existing Covid -19 Virus , Pandemic/Epidemic</p>
			<p>&gt; BYPL is a public utility company who providing essential service of Electricity Distribution in National Capital. Hence, we need to ensure continuity of these services as per various government directives issues on time to time in pandemic also. However, in such circumstances, BYPL shall extend all necessary supports &amp; cooperation to contract for performance of its services.</p> <p>&gt; Tender conditions shall prevail</p>
27	Section-IV, GCC, Clause 33 (N) & (O)- ID Card, Page No.56 & 57	(N) The Contractor will not issue any ID cards to the manpower deputed under agreement, on its own..... (O) .....In case the Contractor does not provide his employees with PIC (Personnel Identity Card), the same shall be provided by the Company and the cost plus 30% overheads shall be recovered from the contractor's bills	<p>Clause no 33 (N) &amp; 33 (O) are contradicting.</p>
			<p>The clause 33 (O) is amended as below:</p> <p>33 (O) The Contractor shall conduct relevant background checks and prepare Background Reports through an authorized agency of all personnel deployed for the performance of task under agreement in BYPL within one month of deployment.</p> <p>Such reports shall be shared with BYPL as requested. Contractor shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.</p>
28	Section-IV, GCC, Clause No. 38-Indemnity, Page no. 64	38. INDEMNITY The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company.  The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any negligence or	<p>Our suggestion is as under:-</p> <p>The Contractor shall indemnify, defend, save and hold harmless all directors, company and its employees against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by company on account of the negligence, act or omission inaction by the Contractor or its employees under this Agreement. Agencies shall also wholly indemnify and compensate company against any theft, misappropriation, fraudulent act or omission, any collusion with customer/s, intentional recording of incorrect reading/DATA, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by company. The Contractor shall also be responsible and liable to company for any loss or damage caused to company for any gross negligence or willful inaction which caused damage to the property of company caused by the Contractor or its employees.</p> <p>Company agree to indemnify and hold harmless Contractor against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by Contractor in respect of any claim by a third party arising from or connected to any breach by you of your obligations under this Agreement.</p> <p>Contractor shall not be liable for any losses, claims, expenses, actions, demands, damages, liabilities or any other</p>
			Tender conditions shall prevail

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29	Section-IV, GCC, Clause No. 45-No Joint Venture, Page no. 66 of NIT	NO JOINT VENTURE- The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract, without the prior written approval of the Company.	1) As per clause No. 45, on page no. 66 of NIT, no joint venture is allowed. You are kindly requested to allow the joint venture of two parties 2) Under the terms & conditions contained in the said NIT, Joint Venture is not allowed. It is requested that Joint Venture may kindly be allowed to have better and healthy competition.
			This clause is amended as below:  45) The Contractor shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons, following the execution of the Contract.
30	Section-V, SOW, Part I-11KV O&M, Resource Requirement, Page No.74	Scope of Work-Resource Requirement	Manpower towards DT Cleaning needs to be specified.
			Since, it's a SLA based AMC contract, manpower deployment plan shall be submitted by bidder in their bid.
31	Section-V, SOW, Part I-11 KV O&M, Clause 23, Page No.75	Contractor shall obtain permission from road owning agency / traffic police etc. required to carry out any work as per scope to ensure swift restoration of supply. Permission required for vehicle movement 24 hours shall also be arranged by contractor.	All fees to be paid by Contractor??
			This clause is amended as below:  23) Contractor shall obtain permission from road owning agency / traffic police etc. required to carry out any work as per scope to ensure swift restoration of supply. Permission required for vehicle movement 24 hours shall also be arranged by contractor. However any departmental charges paid to the statutory authorities will be borne by Company.
32	Section-V, SOW, Part I-11 KV AMC, Deployment of Vehicle, Page No.76	Dt cleaning/ Surveillance work	Surveillance to be done as per scope of work- No of Manpower & vehicles required for the same ? And also if GPS is required in Bike if the same is used for Surveillance.
			Tender Conditions shall prevails
33	Section-V, SOW, Part I-11 KV O&M, Deployment of Vehicle, Page No.76	Two percent (2%) to Five percent (5%) of total vehicle deployed by the Contractor shall be of Electric Vehicles	Is it Mandatory to comply with the % & also is it to be done in first year of contract or can be achieved in 2nd or 3rd year of contract
			Yes it is mandatory to comply from the 1st year as per NIT.
34	Section-V, SOW, Part II-Meter Installation, Clause no 1.1.33-Uniform, Page No.79	Contractor shall provide proper uniforms to all its employees deputed in field activities for execution of Jobs under this contract. Separate Uniforms shall be provided according to the seasons i.e. summer and winter. Specification of uniform shall be approved by COMPANY.	Description of Uniforms to be clarified with Quantity per year.
			Contractor shall provide proper 4 set of uniforms to all manpower working for them for Meter Installation & related work with "Red" colour logo of Contractor on backside On front Pocket of Top wear (Shirt / Jacket). Sample to be approved by BYPL. Uniforms shall be provided by contractor to their manpower 4 times in a year, i.e., 2 sets in summer and 2 sets in winter.  A. Lineman and assistant staff working on live cases or pole work shall wear "Flame resistant protective clothing", to avoid threat from electrical arc flash. B. In Summers /Normal seasons 1) Upper body - Full sleeves cotton shirts - Navy Blue Colour. 2) Lower body - Heavy canvas work pants, Navy Blue Colour, with 6-8 pockets to keep essential tools. Tool holding Belts shall also be provided to all linemen. C. In winters, this uniform cloth shall be: 1) Upper body - Full Sleeve Cotton Shirt - Navy Blue colour & Full Sleeve Jacket - Navy Blue/Grey Colour with fox-fur lining inside. 2) Lower body - Heavy canvas work pants, Navy Blue Colour, with 6-8 pockets to keep essential tools. Tool holding Belts shall also be provided to all linemen.
35	Section-V, SOW, Part II-Meter Installation, Clause no 2-Penalty, Page No.83	Penalties for delay in execution of Jobs	The penalties now to be imposed are very high compared to present contracts. We request for relaxation in the same.
			Tender conditions shall prevail
36	Section-V, SOW, Annexure-V1B, Clause 6.2, Page No.124	Provision of all requisite hardware and software e.g. computer with LAN connectivity, telephone lines etc.	Provision of telephones/ Mobile in whose Scope
			As the premises is under BYPL's area, so basic requirement like Desktop, telephone, mobile, LAN to Telephone Operator shall be provided by BYPL.
37	Section-V, SOW, Part III-EHV, Annex V-III-B-Total Activities, Point No-62, Page No 161	Replacement/Augmentation of Power Transformers (PTR) of all ratings including dismantling of Old PTR, Transportation of new PTR from Store to Site and returning of Old PTR from site to Store.	In EHV, replacement/Repairing/shifting of power transformer, the minimum quantity needs to be mentioned and further a line item to be created to facilitate extra work
			> Point no. 62 is amended as....."Replacement of Power Transformers (PTR) of all ratings including dismantling of Old PTR, Transportation of new PTR from Store to Site and returning of Old PTR from site to Store."  > This activity is in bidder's scope hence cost of the same shall be included in fixed AMC cost.
38	SECTION-VI, Price Bid, NOTE (2), Page No. 172	For monthly billing purpose, in the first year contractor shall be paid 90% of AMC Charges, in the second year 100% of AMC Charges & in the third year 110% of AMC Charges. However rates for activity wise charges (Meter Installation & related works shall remain firm for three years.	Clarification required for this clause
			Already clarified in prebid meeting. Tender conditions shall prevail

**CORRIGENDUM-2, Dated:07.07.2022**

<b>BYPL NIT NO:</b>	CMC/BY/22-23/RS/SvS/AS/17 DT: 10.06.2022			
<b>Work:</b>	AMC of Electricity Distribution Network consisting of EHV Grids , 11Kv Network, streetlight, MMG, etc. in BYPL			
<b>Subject:</b>	Reply of pre-bid queries of the bidders			
39	SECTION-VI, Price Bid, NOTE (8), Page No. 172	Circle wise evaluated price will be arrived on the following basis: Sum of Circle wise quoted AMC charges & Circle wise prorated (45% - North East, 35% - South East , 25% - Central) quoted value for Meter Installation works.	Clarification required for this clause	This NOTE is amended as below:  8) Circle wise evaluated price will be arrived on the following basis: Sum of Circle wise quoted AMC charges & Circle wise prorated (40% - North East, 35% - South East , 25% - Central) quoted value for Meter Installation & related works.
40	General Query	Regarding Minimum Manpower Requirement and increase in assets	1) Since the tender is on the performance basis therefore minimum manpower should have been mentioned. 2) Further, being a performance based contract, which is based on the assets to be maintained and based on any increase in the assets, contract price needs to be increased and such clause should be inserted. 3) Further, presently working in the AMC , we work as mix & match process with your GPA employees, therefore it needs to be clarified whether such arrangement will not in place after this contract comes to force.	1) NIT is floated for SLA based AMC contract, hence proposed manpower deployment shall be submitted by bidders. 2) As per our historical data, increase in number of assets per year is in the range of 5-6%. There will not be any increase in contract value due to increase in assets. 3) Bidder has to deploy their manpower as per tender conditions.
41	General Query	Regarding Joint Venture for Bidding	1) Joint Venture is allowed or not 2) We are willing to participate in the above NIT. However, based on NIT's requirement, we are not eligible on a stand-alone basis and therefore, a joint venture is the sole option available with us. We, therefore, request you to kindly consider this deviation favourably and conform to us expeditiously enabling us to proceed with JV formation.	Tender conditions shall prevail.
42	General Query	Regarding Deployment of Manpower	Whether we deploy New manpower or retain existing manpower	Tender conditions shall prevail
43	General Query	Inclusion of Consequential Damages clause:	We request you please consider "Consequential Damages clause" as this is not defined in the tender documents.  Notwithstanding any provision in the contract to the contrary, neither Party nor any of their respective partners, shareholders, affiliates, officers, directors, agents, subcontractors, vendors or employees shall be liable hereunder for consequential, indirect, punitive, exemplary losses or damages, including loss of profit, cost of capital, loss of goodwill, increased Operating Costs, or any other special or incidental damages, provided that the parties hereto agree that the payment of liquidated Damages or indemnifications pursuant to the contract shall not be considered consequential damages for the purposes of this Clause.	Tender conditions shall prevail.
44	General Query	Tower wagon	Quantity required	Please refer page 123 of NIT. Tower wagon required for streetlight maintenance activity shall be provided by BYPL.
45	General Query	FLC Vehicle	Whose scope is FLC Vehicle in??	FLC to be provided by BYPL