

Gurgaon-Palwal Transmission Limited

Amendment No. - 04 (Additional Clarifications)

29.03.2024

Subject: Additional Clarifications on NIT dated 14.02.2024 for 2 no. of 220 kV GIS line bays along with 220 kV Cable for line bay interconnection at Prithala S/s (GPTL).

Sl. No.	Name of the document	Clause No.	Existing Provision	Bidder's Query/Suggested texts for amendments	GPTL Replies
1	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Cl.No. 3.9, pg 9 of 35	AC & DC power supplies	Please note any Aux. system viz. Battery, battery charger & LT switchgear are not in bidder's scope of work. However, for additional 2nos. of line bay we may consider standalone Small ACDB/DCDB if spare feeder is not available in Existing ACDB/DCDB.	Bidder Scope of Work is supply, installation, integration of ACDB/DCDB modules for present Scope of Work.
2	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Cl.no: 3.10, pg 10 of 35	Fire Fighting System	Please share GIS Hall fire Detection existing Layout for our review.	Bidders are advised to visit the 400/220kV Prithala (GIS) S/s to estimate the requirement. As this project is on LSTK Basis.
3	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Cl.no: 3.10, pg 10 of 35	3.10. Fire Fighting System Fire-fighting systems for substation including transformer & reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations. Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of the firefighting system is suitable for extension to bays covered under the present scope; the necessary piping interface in this regard shall be provided. At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.	Please share the existing Hydrant system layout.	Bidders are advised to visit the 400/220kV Prithala (GIS) S/s to estimate the requirement. As this project is on LSTK Basis.
4	Technical Specification for Augmentation of Prithala (GIS)	Cl.no: 3.12, pg 10 of 35	Illumination System	Our scope will be limited to extension only. Please share the existing indoor & outdoor switchyard illumination layout	Bidder Scope of Work is limited to present Scope of Work.

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	Substation - Electrical Works				
5	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Cl.no: 3.15, pg 12 of 35	Visual Monitoring System (VMS) for watch and ward of substation premises.	Please share us with existing VMS design & data.	Bidders are advised to visit the 400/220kV Prithala (GIS) S/s to estimate the requirement. As this project is on LSTK Basis.
6	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Sl. No. 15, pg 34 of 35	TECHNICAL PARTICULARS OF XLPE CABLE	Kindly note that as per cable specification continuous current requirement is 650A only. Please refer technical specification Sl. no. 15, page 34 of 35. However as per work of scope continuous current rating of line feeder requirement is 2000A. 2000A is not possible to achieve after derating by any cable OEM. Kindly confirm the cable sizes and continuous current rating requirements for cable consideration.	Current rating shall be as per clause 3.3 "Substation Equipment and facilities "of Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works. Size & number of run can be selected accordingly to meet the requirements. Current rating mentioned at Sl. no. 15, Page 34 of 35 of Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works is a typo error and shall be replaced with " as per the provisions of clause 3.3 of Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works.
7	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Sl. No. 10.1, pg 10 of 13	EHV Cable	Spare cable installation is not possible due to space constraint in GIS hall and also we don't underrating the purpose of spare cable installation, In technical RFQ only spare cable requirement is mentioned.	1 run of Spare Cable shall be laid with main Cable.
8	SUBSTATION & CIVIL & STRUCTURAL WORKS		General	We will design outdoor Self-supporting structure for cable.	Confirmed.
9	SUBSTATION & CIVIL & STRUCTURAL WORKS		General	As per our standing there is no new requirement of road. However, if required	There is no requirement of construction of new road, however damage caused to the existing road, drain, due to present Scope of Work shall be repaired in good condition by the Bidder.

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10	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 6.3, Pg.26 of 35		Please confirm metallic sheath whether it is Corrugated Aluminum or Lead Sheath for 220KV cable.	Metallic sheath shall be of Corrugated Aluminum
11	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works			We could not find any technical specification for LT cables. Can we consider Latest PGCIL technical specification for LT cables. Pls confirm	Latest Technical Specification of PGCIL can be considered for the same.
12	Scope of Work	Clause 2 Pg3, Clause 5 Pg 5		Strengthening of PEB structure & any existing system not in our scope.	Strengthening of PEB structure shall not be envisaged until unless the existing GIS Equipment/ similar GTP is considered for new bays. All civil/structural work for installing new GIS system including cable support inside and its termination outside the PEB shall be in the Scope of Bidder.
13	Scope of Work			As per our understanding our scope of work is limited to GTP Substation only. No remote end work. Pls confirm	Confirmed.
14	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works			We request you, please provide Line Length for Line-1 & Line-2. if distance is not available, can we consider as per spec Main 1 distance and Main-2 Diff with distance considered. Kindly Confirm	Main 1 distance and Main 2 Differential with distance protection can be considered.
15	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works			As per Existing centralized BB available, however in spec distributed BB mentioned. Please share Existing Bus bar	BB protection shall be augmented as per existing system.
16	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 4.4		As per existing GIS SLD given Dwg.no: 5427PN071-PRT-E-SYD-SYS-0001-SL Rev R6, observed 220kV system fault level is 40kV for 1sec. Kindly Confirm	Fault level shall be 50KA.

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17	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 3.3		As per customer given SLD Dwg.no: 5427PN071-PRT-E-SYD-SYS-0001-SL Rev R6, we offered Busbar current as 3000A. If any changes will have additional price implication	3000A can be considered for bus bar rating as per existing system.
18	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Annexure B (SOW) Clause 2		Marshalling box is not applicable for GIS CB.1Set - 1no Single phase CB with operating mechanism. Kindly Confirm	Confirmed.
19	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Annexure B (SOW) Clause 3.1,3.2		1Set = 1no Single phase disconnecter with combined Earthing switch. As per type tested design, Maintenance earthing switch is integral part of disconnecter. Hence separate spare for Maintenance earthing switch is not applicable. Item 3.2 is included in(part of) item 3.1.	Confirmed.
20	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Annexure B (SOW) Clause 3.4		Offered interlocks are electrical with pad locking arrangement. Key interlock, interlocking coil and Drive control card are not applicable.	Confirmed.
21	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Annexure B (SOW) Clause 3.6.2,3.7.2		Earthing switch is integral part of disconnecter in GE type tested design. Hence this item shall not be quoted as separate,	Confirmed.
22	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 4 ii) iii,iv		For 245kV as per type tested design, we offer three single phase group operated disconnecter with combined safety earthing switch for one of the BB disconnecter and outgoing feeder disconnecter.	Confirmed.
23	General			Type tests are performed once for the design. Type test validity shall be complied as per latest CEA guidelines. We do not include repetition of type test in our offer. Repetition of type test if any requested will be at extra cost & time.	Confirmed. Validity shall be provided as per CEA- General guidelines for 765/400/220/132KV substation and switchyard.

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24	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 3.17 Pg.13 of 35		As per our understanding Wavetrap & CVT required for new 2 nos. 220kV bays. Please confirm our understanding or let us know whether PLCC also to be supplied.	Wavetrap & CVT required for new 2 nos. 220kV bays only. However, PLCC to be provided for present bays and shall be limited to station boundary. Remote station PLCC is not in present Scope of Work.
25	Technical Specification for Augmentation of Prithala (GIS) Substation - Electrical Works	Clause 3.7.i Pg.8 of 35		GE has existing FOTE available at Prithala GIS S/S, please confirm whether Main-1 Protection will be through PLCC & Main-2 through FOTE. Please confirm our understanding	Confirmed.
26	Scope of Work	Clause 1.1 Pg.3 of 13		Please provide details whether 2 Nos. 220kV Outgoing Line bays are destined to 1 No. Remote end (1xD/C line) or 2 No. Remote ends (2xS/C line)	At present there is no information available about associated lines. Scope of Work shall be limited to Prithala (GIS) substation boundary.
27	Scope of Work	Clause 1.1 Pg.3 of 13		Please confirm scope of FO Cable, HF Cable, Control cable & Power & Earthing cable for connectivity of remote 220kV s/s. As per our understanding same is in scope of purchaser. Please confirm our understanding.	Scope of Work shall be limited to Prithala (GIS) substation boundary.
28	Volume -I / Section - IV: General Conditions of the Contract	Clause 40. Assignment	Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.	Please also add below clause. Contractor may assign any of its accounts receivable under this contract/PO to any party without Buyer's consent. Buyer shall not be allowed to assign or novate its rights or obligations under the Contract without Seller's consent, that shall not be unreasonably withheld has context menu	The provision of Clause 40 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.
29	Volume -I / Section - IV: General Conditions of the Contract	Clause 35. Force Majeure	Force Majeure: "Force Majeure" shall mean 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, and shall include, without limitation, the following: (a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,	In addition to the mentioned Force Majeure Clause would request you to add the following: We request you to please add pandemic & epidemic in your Force Majeure Clause in addition please also add the following: In the event of any delays and adverse impacts, Bidder reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Pandemic / epidemic delays."	The provision of Clause 35 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.

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			(b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,		
30	Volume -I / Section - IV: General Conditions of the Contract	Clause 28. Indemnity against infringement of Intellectual Property	Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.	Please also add below clause Notwithstanding anything to the contrary, all know-how, patents, copyright, designs or other intellectual property made available by GE or developed during the execution of the contract/PO shall be GE's sole property at all times. GE shall retain ownership in and does not convey, nor does Buyer or end user obtain any right, title, or interest in, software, specifications or data furnished or developed by GE either prior to or in the performance of contract/PO	The provision of Clause 28 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.
31	Volume -I / Section - IV: General Conditions of the Contract	Clause no. 29 - Limitation of Liability	29.1. Except in cases of gross negligence or willful misconduct, (a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 110% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	29.1. Except in cases of gross negligence or willful misconduct, (a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 100% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	The revised provision of Clause 29.1 (b) is amended as under: " 29.1 Limitation of Liability (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 100% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement."
32	Volume -I / Section - IV: General Conditions of the Contract	Clause 25. Defect Liability	25.8.1. At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability	25.8.1. At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of Five (05) years from the end of Defect Liability	The provision of Clause 25.8.1 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.

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			Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 25, but later.	Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 25, but later.	
33	Volume -I / Section - IV: General Conditions of the Contract	Clause 25. Defect Liability	25.2.: Unless otherwise specified in SCC, the Defect Liability Period shall be twenty-four (24) months from the date of Operational Acceptance of the Facilities (or any part thereof).	We request you please accept Defect liability shall be applicable for a period of 24 months from the date of delivery or 12 months from the date of commissioning, whichever is Earlier.	The provision of Clause 25.2 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.
34		Clause Termination 39.	Termination for Employers Default.	Termination. Either party can terminate the contract/PO for material breach of the other party not cured in a reasonable period. GE can suspend contract/PO performance if Buyer fails to comply with any payment obligations under the Contract. The foregoing are the sole and exclusive suspension and termination rights of the parties.	The provision of Clause 39 of Section-IV (GCC) of Volume-I of Bidding Documents shall remain unchanged.
35	New Clause	Safety		Contractor has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site. Prior to Contractor starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that Contractor may encounter while performing under this Contract. Purchaser shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. Purchaser shall keep Contractor informed of changes in any such conditions.	Please refer to Clause 7.1 of Section-IV (GCC) of Volume-I of Bidding Documents.
36	New Clause	General Indemnity		Purchaser (as an "Indemnifying Party") shall indemnify the Contractor (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent	Please refer to Clause 11.5 of Section-IV (GCC) of Volume-I of Bidding Documents.

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				caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Purchaser and Contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Contractor's indemnity obligation, no part of the Products or Site is considered third party property.	
37	Volume -I / Section - III: Sr. no. 9 of BDS & sr. no. 2 of SCC (Page 1 of 3)	Duration in months from the effective date of Contract	10(Ten) Months	The completion schedule of 10 months is not sufficient in view of customised solution considering design & engineering as per site requirement. Also, major equipment i.e GIS & 220kV XLPE Cables is high lead items i.e GIS & Cables. Considering all the we requests to kindly provide the work completion schedule of 12 months for the scope of work related to the project.	The provision of S. No. 2 of Section-V (SCC) of Volume-I of Bidding Documents shall remain unchanged.

All other terms and conditions shall remain unchanged.

Gurgaon-Palwal Transmission Limited