

Response to Commercial Pre-Bid Queries

Tender No. : TPSODL/OT/2022-23/146

Package Name: Rate Contract for supply of 33KV 1250A & 11KV 1250A Outdoor VCB

Sr. No.	Detailed Reference to TPSODL Tender Document. Please specify Document No / Clause No / Page No	Description as per Bid Document	Remarks - Query / Clarification	TPSODL Response
1	2	3	4	5
1	Contents of the enquiry / clause no. 2.1/Page no. 10 of 29	Price Variation Clause: Prices shall remain FIRM till completion of contract period. PV shall not be applicable.	Price Variation Clause: Prices shall variable as per PV formula. Base date for calculation of PV shall be 1 month prior to tender opening date. Since this is rate contract for 1 year hence variable basis price will help suppliers & TPSODL to limit adverse impact of commodity fluctuations. Thereby suppliers can quote best possible price.	Tender T & C shall prevail
2	Contents of the enquiry / clause no. 3.5/Page no. 13 of 29	Bids shall remain valid for 180 days from the due date of submission of the bid.	Bids shall remain valid for 120 days from the due date of submission of the bid. The maximum period of validity shall be 120 days only.	Tender T & C shall remain same
3	Contents of the enquiry / clause no. 7.4 /Page no. 16 of 29	Delivery shall be made within 60 days from date of receipt of Release Order / CAT-A issuance, whichever is later.	Delivery shall be made within 120 days from date of receipt of Release Order / CAT-A issuance, whichever is later. Request to change the delivery period to 120 days since 60 days will be difficult to meet. Also please specify the lot size per RC.	Tender T & C shall remain same
4	GCC / clause no. 5 /Page no. 7 of 48	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPSODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPSODL store/site & unloading & delivery at TPSODL stores/TPSODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPSODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPSODL store/site & unloading & delivery at TPSODL stores/TPSODL site; cost of documentation including all the relevant test certificates and other supportive documents to be furnished. Delivery to TPSODL stores/site from the main store where the material is unloaded shall not be in suppliers scope.	Delivery shall be made at PAN TPSODL Stores. Exact Store location shall be mentioned in the Release Order which will be issued against Rate Contract.
5	GCC / clause no. 12.2 /Page no. 15 of 48	Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPSODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPSODL.	Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Rejection note for such rejected material shall be issued by TPSODL within 15 days from the date of receipt of material at site. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPSODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPSODL. Rejection note for rejected material shall be issued by TPSODL within 15 days from the date of receipt of material at site.	Tender T & C shall prevail
6	GCC / clause no. 13.3 /Page no. 17 of 48	TPSODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPSODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TPSODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPSODL's own charges (@ 20% of expenses incurred) , from the Associate or from the "Security cum Performance Deposit" as the case may be. Only actual incurred expenses shall be recovered.	Tender T & C shall prevail

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7	GCC / clause no. 13.3 /Page no. 17 of 48	The Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.	The warrantee period of replaced parts shall be same as that of original equipment. No separate extended warrantee shall be provided for replaced parts.	Tender T & C shall prevail
8	GCC / clause no. 13.3 /Page no. 17 of 48	In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.	Said clause shall be removed . LD/penalty on account of warantee failure shall not be in acceptable to us.	T & C of Technical Specification shall prevail. Please refer the clause no. 11 for Guarantee
9	GCC / clause no. 13.6 /Page no. 18 of 48	Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects.	Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Only design defects shall be considered in latent defects. If manufacturing defects are included in the same then there is no change in normal warrantee & latent defect warrantee.	Tender T & C shall prevail
10	GCC / clause no. 14 /Page no. 18 of 48	For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.	For delay of each week and part thereof from the delivery schedule specified in the contract, 0.5% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 5% of the total contract value. The limit of LD shall be 0.5% per week upto maximum 5% of undelivered portion.	Tender T & C shall prevail
11	GCC / clause no. 14 /Page no. 18 of 48	liquidated damages	<ul style="list-style-type: none"> • LD shall be computed on the undelivered lot upto the max LD limit. • LD shall be exclusive remedy for delay and in full satisfaction. Under the contract, TPNODL shall first exhaust the LD max limit before resorting to any other remedy available under the contract. 	<ul style="list-style-type: none"> • LD shall be computed as per GCC. • TPSODL can resort to any other remedy as per GCC.
12	GCC / clause no. 17 /Page no. 21 of 48	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPSODL will such rights as granted by Associate in intellectual property so developed.	Tender T & C shall prevail

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13	GCC / clause no. 18 /Page no. 22 of 48	Indemnity	The Associate assumes responsibility for and shall indemnify and save harmless the TPSODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract.	Tender T & C shall prevail
14	GCC / clause no. 19 /Page no. 22 of 48	Liability & limitations	Notwithstanding any provision to the contrary. Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's gross negligence, or willful misconduct	Tender T & C shall prevail
15	GCC / clause no. 20 /Page no. 22 of 48	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.	Considering the current situation, Covid shall not be considered as a Force Majeure situation.
16	GCC / clause no. 22.3 /Page no. 27 of 48	Termination for convenience of TPSODL	In case of termination for convenience of TPSODL, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.	Tender T & C shall prevail
17	General clause		Please include following clauses in tender : •Exclusion of Consequential Damages : Notwithstanding any other provision to the contrary, in no event shall ABB, its suppliers, sub-contractors, employees and Affiliates, be liable under this contract for any loss of profits, loss of use, loss of production, loss of contracts, loss of data or any indirect or other consequential losses/damages, whether in contract, warranty, tort, negligence, strict liability or caused otherwise. •Limitation of Liability Notwithstanding anything contained in this Contract/PO and/or any of its parts, it is agreed between the parties hereto that the aggregate cumulative liability of the ABB under this Contract/PO (regardless whether the claim is based upon tort, negligence or strict liability) resulting in any way from the performance or non-performance, all indemnities, liabilities, loss, damages, expenses, claims, direct damages risk purchase etc. shall not exceed 100% of the Contract value/PO value.	Tender T & C shall prevail