

Pebid Queries Responses				
Tender no. - TPCODL / CCG / 2025-26 / 100008021				
Tender Description - Two-year Rate Contract for Supply of 33& 11 KV Outdoor VCB for TP Odisha DISCOMs.				
S No.	Requirement as per Tender	Amendment proposed by Bidder	Justification proposed by Bidder	CCG/ CEG Responses
1	Technical Experience /Performance	performance feedback of internal user group shall be considered against our past supply to TP Discoms		This is already the part of tender. May pls see the tender document.
2	Price shall be fixed and firm during the contractual period.	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 & Tata Power to limit adverse impact of commodity fluctuations. Thereby suppliers can quote best possible price.	RC is for 2 yrs. Price shall remain Firm till the RC Validity as per tender T & Cs
3	The type tests specified in technical specifications should have been carried out within five years (unless otherwise explicitly stated) prior to the date of opening of technical bids..	The type tests specified in technical specifications should have been carried out within TEN years for 33kV & 11kV PCVCB (unless otherwise explicitly stated) prior to the date of opening of technical bids..	Since we have not done any changes in the basic design of the offered CB hence we do not envisage repetition of any type test.	Noted and Accepted, declaration to be submitted with the Bid submission
4	Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading & stacking at DISCOM site / store locations.	Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading & stacking at DISCOM site / store locations.	Unloading & Stacking at DISCOM site / stores shall not be in suppliers scope.	One time unloading at site /Store shall be in BA Scope .However the location details shall be shared by Purchaser after release of RO
5	Guarantee period shall be 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract, whichever is earlier.	Guarantee period shall be 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract, whichever is earlier.	Guarantee shall be linked to supply date of individual equipment instead of supply date of last supply made under contract.	Tender terms & conditions shall prevail.
6	In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned /mutually agreed timelines, then CCG/TP Odisha reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.	In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned /mutually agreed timelines, then CCG/TP Odisha reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.	Since drawing approval/MFC is joint responsibility of supplier & CCG/TP Odisha hence EMD/PBG shall not be forfeited due to failure to do so within agreed time	BA to submit the GA and GTP as per Tender Spec with proper cover letter mentioning NIT reference, RC No., Issued Client. Related EMD/PBG, Contract to respond
7	Delivery Period shall be 90 days from date of receipt of release order / CAT-A issuance, whichever is later.	Delivery Period shall be 120 days from date of receipt of release order / CAT-A issuance, whichever is later. Maximum lot size per dispatch for 11kV VCB shall be 30 nos. per month only	Maximum lot size per dispatch for 11kV VCB shall be 30 nos. only	Tender terms & conditions shall prevail.
8	100% payment within 60 days of submission of error-free Invoice complete in all respects.	100% payment within 60 30 days of submission of error-free Invoice complete in all respects.	Payment terms shall be same as mentioned in GCC	Tender terms & conditions shall prevail.
9	ANNEXURE VII : General Conditions of Contract	GCC for TPWODL/TPCODL/TPWODL/TPSODL are attached, please confirm which GCC to be referred.		Please find the attached supply GCC, applicable for all 4 DISCOMs.
10	ANNEXURE VIII : Safety Policy and Safety Terms & Conditions	As our scope is limited to supply only hence same annexure shall not be applicable.		Noted and Accepted
GENERAL CONDITIONS OF CONTRACT –SUPPLY ORDERS				
11	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL 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 TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unloading at TPWODL site or stores; delivery to TPWODL stores/site & cost of documentation etc. shall not be in suppliers scope.	One time unloading at allocated location shall be under BA Scope.
12	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 TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.	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 TPWODL 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 TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.	Rejection note for rejected material shall be issued by TPWODL within 15 days from the date of receipt of material at site.	Tender terms & conditions shall prevail.
13	TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL'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 terms & conditions shall prevail.
14	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 warranty period of replaced parts shall be same as that of original equipment.	No separate extended warranty shall be provided for replaced parts.	Tender terms & conditions shall prevail.
15	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 warranty failure shall not be in acceptable to us.	Tender terms & conditions shall prevail.
16	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 warranty & latent defect warranty.	Tender terms & conditions shall prevail.
17	For delay or 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, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.	For delay or 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, TPWODL 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 terms & conditions shall prevail.
18	Liquidated damages	* 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, TPWODL shall first exhaust the LD max limit before resorting to any other remedy available under the contract.		Tender terms & conditions shall prevail.
19	Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPWODL under the Contract shall be passed on to the TPWODL.	Title Ownership to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPWODL under the Contract shall be passed on to the TPWODL.	Ownership shall be passed on to TPWODL for the documents.	Tender terms & conditions shall prevail.
20	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPWODL will such rights as granted by Associate in intellectual property so developed.		Tender terms & conditions shall prevail.
21	Indemnity	The Associate assumes responsibility for and shall indemnify and save harmless the TPWODL 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 TPWODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the contract.		Tender terms & conditions shall prevail.

22	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 terms & conditions shall prevail.
23	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.		Tender terms & conditions shall prevail.
24	Termination for convenience of TPWODL	In case of termination for convenience of TPWODL, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.		Tender terms & conditions shall prevail.

Specification for 11kV, 33kV (Vacuum) & 66kV (SF6) Outdoor Circuit Breaker

25	Provision of additional stand at back side for VCB Back Door Access	Said clause shall be removed	Since in ABB make 11kV VCB back door does not exist & in 33kV VCB all maintenance can be carried out from the front side only hence standing pedestal on the back side shall not be provided. Also from safety aspect it is not advisable to have standing platform on back side since it has lower clearances from overhead conductor.	Noted and accepted
26	75x75x6 mm for structure and additional support structure to be considered in between CT Mounting Structure and VCB	Said clause shall be removed	Structure design shall be as per as per manufacturers type tested design only.	Shall be as per TS
27	This specification covers technical requirements of design, manufacture, construction, performance, testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 11kV, 33kV & 66kV Outdoor CB of 1250/1600/2000 Amps. Complete with all accessories for trouble free and efficient performance.	This specification covers technical requirements of design, manufacture, construction, performance, testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 11kV, 33kV & 66kV Outdoor CB of 1250/1600/2000 Amps. Complete with all accessories for trouble free and efficient performance.	Please remove word performance from scope.	As per TS
28	Wind Pressure : 300 Km/hr	Wind Pressure : 200 Km/hr	Our CB support structure is designed from wind pressure of 200 Km/hr.	Noted and Accepted , However structural steel support size shall be considered as per TS
29	Percentage DC component : 11kV : <40%; 33kV : <50%	Percentage DC component : 11kV & 33kV : <40%	Percentage DC component for both 11 & 33kV VCB shall be <40%	Noted and accepted
30		Offered CB shall be suitable for single capacitor bank switching application only.		Noted and accepted
31	Rated operating sequence : 0-0.3sec-CO-3min-CO	Rated operating sequence : 0-0.3sec-CO-15s-CO	Since under clause no. 4.19, CO Time (max) is mentioned as <15 s hence the operating duty cycle shall also be revised accordingly.	As Per Type Tested Design can be accepted
32	Total Break time(max) : 45 ms (Shall not change during operating life)	Total Break time(max) shall be as per type tested design.	Total Break time (max) shall be as per type tested design.	Upto 60ms can be accepted
33	Closing time (max) : 60 ms (Shall not change during operating life)	Closing time (max) shall be as per type tested design.	Closing time (max) shall be as per type tested design.	60ms is accepted
34	Minimum Vertical clearance of live conductor from ground level : As per CEA guidelines	Minimum Vertical clearance of live conductor from ground level : As per type tested design	Clearances shall be as per type tested design only.	As per CEA Guidelines
35	Electrical Endurance : E2 with Auto-reclosing	Electrical Endurance : E2 without Auto-reclosing	Electrical endurance class shall be E2 without autoreclosing.	For Auto Reclosing , Command will be generated from Relay and Breaker must withstand with the designed operating sequence atleast.
36	Contact Resistance : <30 μΩ (shall not change by ±10% during operating life)	Contact Resistance : as per type tested design / IEC	Shall be as per type tested design.	Noted and accepted
37	Breaker shall be supplied with Two Tripping Circuit. Pre & Post Trip Circuit supervision relay should also be provided and is required in both circuits.	Breaker shall be supplied with Two Tripping Circuit. Pre & Post Trip Circuit supervision relay should also be provided inside CnR panel and is required in both circuits.	Trip ckt supervision relay shall be part of control & relay panel & shall not be supplied by CB supplier.	For Close and Trip coil Supervision , Wiring upto dedicated TB is must
38	The terminal pads shall be made up of electrolytic copper and shall be silver plated.	The terminal pads shall be made up of aluminum and shall be silver-plated.	The terminal pads of VCB shall be made of aluminum & should not require silver plating.	As Per Type Tested Design can be accepted
39	The terminal pad shall have protective covers which shall be removed before interconnections.	Said clause shall be removed	No protective covers required for terminal pads.	As Per Type Tested Design can be accepted
40	The height of manual operating handle shall not be more than 1500mm from ground level.	Said clause shall be removed	Height of manual spring charging handle from ground shall be as per manufacturers standard practice. However since standing platform is being provided with CB hence same shall not be an issue.	Noted and accepted
41	Provisions shall be made for attaching an operational analyzer after installation of circuit breakers at site to record contact travel, speed and making measurement of operating timings, synchronization of contacts in one pole. Bidder shall have to supply a suitable adapter/transducer as per TPCODL/TPNODL/TPWODL/TPSODL/TPAL/TPC-M/TPDDL. Operational analyzer, so that the offered circuit breaker can be used with the operational analyzer.	Provisions shall be made for attaching an operational analyzer after installation of circuit breakers at site to record contact travel, speed and making measurement of operating timings, synchronization of contacts in one pole. Bidder shall have to supply a suitable adapter/transducer as per TPCODL/TPNODL/TPWODL/TPSODL/TPAL/TPC-M/TPDDL. Operational analyzer, so that the offered circuit breaker can be used with the operational analyzer.	Provision for connecting operational analyzer shall be provided. However operation analyzer, transducer etc shall not be supplied by VCB manufacturer.	Noted and accepted

42	Bidder shall give suitable provision in CB such as space, auxiliary contact with wiring etc. for providing castle lock by purchaser.		This means castle key locks are not in suppliers scope. Supplier shall only provide provision for accommodating the same.	As per TS
43	An indicator/means to indicate status of contact erosion should be provided, to know the residual life of vacuum interrupter.	Said clause shall be removed	Since in ABB make vacuum interrupter the contacts does not get SET during its life time hence contact erosion indicator is not required for the same.	Noted and Accepted
44	A pressure gauge to monitor positive pressure lower part of the pole is to be provided to protect ingress of moisture.	Said clause shall be removed	Only provision for monitoring gas pressure inside pole shall be provided.	Noted and accepted
45	Spring charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	Spring charging motor shall be universal type with overload protection. and overload relay with contacts for annunciation.	MCB/Fuse shall be provided for sp. charging motor. Limit switch shall be provided to cut off sp. charging motor supply after completion of charging.	Limit switch shall be provided to cut off sp. charging motor supply after completion of charging. MCB along with suitable ratings of Fuse shall be provided for OD VCB
46	A manual closing device that can easily be operated by one person standing on the ground shall also be provided for maintenance purposes.	A manual closing device/push button that can easily be operated by one person standing on the ground standing platform shall also be provided for maintenance purposes.		Noted and accepted
47	A closing release shall operate correctly at all values of voltage between 70% and 110% of the rated voltage.	A closing release shall operate correctly at all values of voltage between 70% 85% and 110% of the rated voltage.		Noted and accepted
48	Control Cabinets shall be CRCA or better, surface treated for anti-oxidation/corrosion and power coated with epoxy highly suitable for outdoor installations (test reports shall be submitted).	Circuit breaker shall be housed in a weather proof & dust proof cabinet made of mild steel (HRCA), the thickness of which shall not be less than 2.5 mm.	CB control cabinet shall be of MS of 2.5mm thickness as per earlier supplied CB's.	Noted and accepted
49	Control cabinets shall be sheet steel enclosed and shall be dust, weather and vermin proof. Sheet steel shall be at least 3mm thick.	Control cabinets shall be sheet steel enclosed and shall be dust, weather and vermin proof. Sheet steel shall be at least 2.5mm thick.	CB control cabinet shall be of MS of 2.5mm thickness as per earlier supplied CB's.	Noted and accepted
50	All necessary cable terminating accessories such as glands, crimp type tinned copper lugs etc., for control cables shall be included in Bidder's scope of supply. Suitable double compressed brass cable glands shall be provided for cable entry.	Said clause shall be removed	Termination kit, cable glands etc shall not be in manufacturers scope.	Noted and accepted
51	Push buttons shall be rated for thickness wire of 4mm; 240V AC or 2 Amps, 24/48/110/220 V DC and shall be flush mounted on the cabinet door and provided with appropriate name plates. Electrical and Mechanical indications for ON, OFF & spring charged to be provided which is visible from the front. Red, Green and Amber / Blue indicating lamps shall be flush mounted and provided with series resistors to eliminate the possibility of short circuiting of control supply in the event of failure of fuses.	Push buttons shall be rated for thickness wire of 4mm; 240V AC or 2 Amps, 24/48/110/220 V DC and shall be flush mounted on inside the cabinet door and provided with appropriate name plates. Electrical and Mechanical indications for ON, OFF & spring charged to be provided which is visible from the front. Red, Green and Amber / Blue indicating lamps shall be flush mounted and provided with series resistors to eliminate the possibility of short circuiting of control supply in the event of failure of fuses.	Push buttons, indication lamp etc shall be mounted inside control cabinet.	Noted and accepted
52	Requisite number of cable entries shall be provided at the bottom of the operating cabinet to receive purchaser's control cables.	Undrilled gland plate shall be provided inside CB control cabinet to receive purchaser's control cables.	Required no of holes of appropriate size shall be drilled at site. This will help arrange cables properly.	Noted and accepted. However detachable gland plate shall be provided
53	Number and size of cable glands will be intimated to the bidder.	Cable glands shall not be in ABB's scope of supply.		Noted and accepted
54	The height of manual operating handle shall not be more than 1500mm from ground level.	Said clause shall be removed	Height of manual spring charging handle from ground shall be as per manufacturers standard practice. However since standing platform is being provided with CB hence same shall not be an issue.	Noted and accepted
55	Contacts shall be adjustable to allow for wear, easily replaceable and shall have a minimum of movable parts and adjustments to accomplish these results.	Said clause shall be removed	Main contacts can not be replaced, entire vacuum interrupter has to be replaced in case of failure.	Noted and accepted
56	All contacts shall be silver coated (with thickness of 15 micron) and Contact materials should be as per Type tested design.	Said clause shall be removed	Since the main contacts are inside vacuum hence same shall not be silver plated.	Noted and accepted
57	All current carrying contact surfaces shall be silver-plated. Silver plating shall not be less than 15 Micron. Thickness.	Said clause shall be removed		As Per Type Tested Design can be accepted
58	Primary terminals shall be Silver plated copper suitable for wedge type connectors with (PANTHER for 11kv, ZEBRA for 33kV & 66kV) conductors.	Primary terminals shall be Silver-plated-copper aluminum suitable for wedge type connectors with (PANTHER for 11kv, ZEBRA for 33kV & 66kV) conductors.	Terminal pads shall be as per manufacturers type tested design	Also include DOG, COYOTE for both, DISCOM to confirm the size of Terminal connector as per their requirement.
59	It should have Primary terminals (connected at fixed contact) on either side at top in case of bypassing CB.	Said clause shall be removed	Terminal pads shall be as per manufacturers type tested design	Also include DOG, COYOTE for both, DISCOM to confirm the size of Terminal connector as per their requirement.
60	The minimum vertical distance from the bottom of the lowest porcelain part of the enclosures to the circuit breaker base, where it rests on the foundation pad shall be 2.55 meters.	The minimum vertical distance from the bottom of the lowest porcelain part of the enclosures to the circuit breaker base, where it rests on the foundation pad shall be 2.55 meters as per relevant IS/IEC.	Clearances shall be as per type tested design only.	Noted and accepted
61	Structure material details	Structure material details shall be as per manufacturers standard practice.		Noted and Accepted, However structural steel support size shall be considered as per TS

62	For 33 kV: CT Base shall be 450 X 450 mm (Hole Centre to Centre) Minimum weight to be considered: 150kg per CT.	For 33 kV: CT Base shall be 450 X 450 mm (Hole Centre to Centre) Maximum weight to be considered: 140kg per CT.		Noted and accepted
63	For 11 kV: CT Base shall be 310 X 310 mm (Hole Centre to Centre) Minimum weight to be considered: 80kg per CT.	For 11 kV: CT Base shall be 310 X 310 mm (Hole Centre to Centre) Maximum weight to be considered: 100kg per CT.		Noted and accepted
64	Paint & Finish	The control cabinet & duct shall be powder coated as per manufacturers standard practice.		Noted and accepted
65	Dynamic contact resistant measurement (Signature test)	Contact resistance measurement test	Dynamic contact resistance test shall not be part of routine/acceptance/type test.	Noted and accepted
66	The above tests must not have been conducted on the equipment within time frame as per latest CEA Guidelines.	The above tests must have been conducted on the equipment within TEN years prior to the date of opening of technical bids.	Since we have not done any changes in the basic design of the offered CB hence we do not envisage repetition of any type test.	Noted and accepted. Declaration letter to be submitted during technical evaluation
67	TYPE TEST CERTIFICATES	TYPE TEST CERTIFICATES REPORTS		Noted and accepted
68	Type tests should have been conducted in certified Test laboratories during the period not exceeding years as per CEA Guidelines from the date of opening the bid.	Type tests should have been conducted in certified Test laboratories during the period not exceeding TEN years from the date of opening the bid.	Since we have not done any changes in the basic design of the offered CB hence we do not envisage repetition of any type test.	Noted and accepted. Declaration letter to be submitted during technical evaluation
69	In the event any defect is found by the Company up to a period of 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract, whichever is earlier, bidder shall be liable to undertake to replace/rectify such defects at his own costs.	In the event any defect is found by the Company up to a period of 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract, whichever is earlier, bidder shall be liable to undertake to replace/rectify such defects at his own costs.	The warrantee of equipment shall be linked with individual supply date instead of last supplies made under contract.	Tender terms & conditions shall prevail.
70failing which the Company will be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the bidder or from the " Security cum Performance Deposit" as the case may be.failing which the Company will be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses plus the Company's own charges @ 20% of expenses incurred , from the bidder or from the " Security cum Performance Deposit" as the case may be.	Only actual incurred expenses shall be recovered.	Tender terms & conditions shall prevail.
71	SERVICE LIFE: Bidder need to provide life cycle support and supplies to ensure necessary support in terms of services and spares for next 25 years from date of supply.	SERVICE LIFE: Bidder need to provide life cycle support and supplies to ensure necessary support in terms of services and spares for next 25 10 years from date of supply.		Tender terms & conditions shall prevail.
72	Breaker Operation counter (with provision of integration with SCADA)	Breaker Operation counter	Operation counter shall be as per manufacturers standard practice	Tender terms & conditions shall prevail.
73	A local mechanical emergency trip device with necessary shrouds	A local mechanical emergency trip device		Tender terms & conditions shall prevail.
General				
74	Exclusion of Consequential Damages	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.	knidly include the said clause.	Tender terms & conditions shall prevail.
75	Liability limitation	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.	knidly include the said clause.	Tender terms & conditions shall prevail.
76	Trade, Control and compliance	*The Parties shall comply, and shall ensure that their employees, directors, officers, affiliates and third parties engaged in any manner in relation to the Agreement to comply, with all applicable laws (including anti-bribery and anti-corruption laws, human rights, and sanctions and trade control laws and regulations). *The Buyer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in Russia, Belarus, or in a jurisdiction/region subject to comprehensive sanctions by the United States, European Union, or Switzerland. Restricted Parties refers to entities on a government list (incl. EU, Switzerland, and US) subject to blocking or asset freezes, or other trade or financial restrictions. Sanctions extend to entities that are directly or indirectly owned 50% or more, in the aggregate or individually, or controlled, by a Restricted Party. *Any violation of this clause shall constitute a material breach of the Agreement and, in addition to any other remedies under the law and/or this Agreement, non-infringing Party shall be entitled to unilaterally terminate this Agreement with immediate effect and without liability for any claim, losses or damages whatsoever related to the termination..	knidly include the said clause.	Tender terms & conditions shall prevail.

77		The parties are aware of the shortage of raw material, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transport capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal/offer or during the term of the performance of the contract/purchase order there are any changes to availability and/or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.	Looking into the current crisis going on with global supply chain request you to kindly include the said clause.	Tender terms & conditions shall prevail.
Sl. No.	Tender Reference (Document name/Page no./Clause no./Clause name)	Pre-Bid Query raised by Bidder	EEG Response	
78	ANNEXURE-1 Page No.4/26: 1. Panel Illumination and space heating : Hygrostat shall be provided. Clause 5.8 Page No. 14/26: 4. GENERAL TECHNICAL REQUIREMENTS: 5.5.11 An adjustable type thermostat shall be provided in the heater control circuit with temperature range of 30-110° C	Please confirm that thermostat or hygrostat is required for heater control.	Thermo-hygrostat is required.	
79	Clause 4.4 Page No. 7/26: 4. GENERAL TECHNICAL REQUIREMENTS: 4.17 Rated current (I _{sc}) : 2000 A	As per tender BOQ, the current rating 1250Amp only required for 38kV VCB. Kindly confirm the same.	BOQ to be followed	
80	Clause 4.4 Page No.8/26: 4. GENERAL TECHNICAL REQUIREMENTS: 4.17 Total Break time(max) for 33kV - 45 ms (Shall not change during operating life)	We shall offer the VCB as per our type tested design for 33kV Total Break Time <60ms In line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	<60ms is allowed	
80	Clause 4.4 Page No.8/26: 4. GENERAL TECHNICAL REQUIREMENTS: 4.18 Closing time(max) for 33kV - 60 ms (Shall not change during operating life)	We shall offer the VCB as per our type tested design for 33kV Closing Time <60ms In line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	Upto 3 cycle is allowed, However will review during detailed engineering	
81	ANNEXURE-1 Page No.4/26 9. Door Access Provision of additional stand at back side for VCB Back Door Access	We shall supply the VCB as per our type tested design with front access only. So, request you to accept the same.		
82	Clause 5.4 Page No.10/26: 5. GENERAL CONSTRUCTIONS: 5.1.1 Breaker shall be supplied with Two Tripping Circuit. Pre & Post Trip Circuit supervision relay should also be provided and is required in both circuits	Pre & Post Trip Circuit supervision provision shall be provided for the interconnection of the CRP. However, Trip Circuit supervision Relay is not in bidder scope. In line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	1. Close coil & Trip Coil supervision is also required and for the same, wiring to be done upto TB 2. Separate DC MCB along with suitable fuse rating shall be provided for each circuit i.e. Indications, Closing, Tripping circuit	
83	Clause 5.4 Page No.10/26: 5. GENERAL CONSTRUCTIONS: 5.1.3 The terminal pads shall be made up of electrolytic copper and shall be silver plated.	We shall supply the VCB with Aluminium terminal pad as per type tested design. Hence Silver plated is not applicable. In line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	As per Type Tested Design is acceptable	
84	Clause 5.4 Page No.11/26: 5. GENERAL CONSTRUCTIONS: 5.1.6 Bidder shall have to supply a suitable adopter/transducer as per TPCODL/TPNODL/TPWODL/TPSODL/TPAL/TPC-M/TPODL. Operational analyzer, so that the offered circuit breaker can be used with the operational analyzer.	We shall provide the tripping provision or adopter/transducer. However, adopter/transducer and Operational analyzer not in the bidder scope of supply, in line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795	Noted and accepted	
85	Clause 5.4 Page No.12/26: 5.2 VCB CIRCUIT BREAKER FOR 11 kV & 33kV: 5.2.4 A pressure gauge to monitor positive pressure lower part of the pole is to be provided to protect against moisture.	We are offering Vacuum type of VCB. Hence pressure gauge is not applicable. So, request you to accept the same.	Noted and accepted	
86	Clause 7.4 Page No.18/26 7.1 Routine tests: 4. Tightness tests 7.2 Type tests: 9. Tightness tests.	As per IEC, the tightness test is not applicable for the offered product, in line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	As per TS	
87	Clause 7.4 Page No.18/26 7.2 Type tests: 13. Double earth fault tests	The specification calls for a VCB suitable for an earthed system, and according to IEC 62271-100, only the single-phase earth test is applicable for such systems. This test applies to non-effectively earthed neutral systems, as IEC 62271-100 excepts grounded systems (Annex. 1). In line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	To be considered as per relevant IS/IEC	
88	Clause 7.4 Page No.19/26 7.2 Type tests: 14. Static Terminal Load (Calculation to be submitted)	We shall be submitted the structural load calculation sheet of VCB, in line with the amendment received from the previous NIT No. TPCODL/CCG/24-25/1000001795 Kindly confirm the same.	Load Calculation to be shared and but the structural steel support shall be as per TS	
89	Tender Documents Page No. 1 One-year Rate Contract for Supply of 33kV 11 kV Outdoor VCB for TP Odisha DISCOMs. 1.0 Event Information Page No. 4 Bids are invited in Two Bid system from interested Bidders to establish a Rate Contract with two year of validity.	We kindly request you to clarify whether the Rate Contract is intended to be for one year or two years.	RC is valid for 2 Yrs.	