

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/25-26/1000008071

**Corrigendum No. – I**

Dt.: 09-03-2026

**Tender Enquiry No- TPCODL / CCG / FY 25-26 /1000008071****Tender Subject** –33kV Auto recloser for Supply and supervision under TPCODL, TPSODL, TPNODL and TPWODL.**Corrigendum Summary:****A] Clause 1.3: Revised Calendar of Event shall be as follows:**

Existing Clause	Proposed Clause
Due Date of Posting Consolidated replies to all the pre-bid queries as received – 26.02.2026, 18:00 Hours	Revised timeline 09.03.2026, 18:00 Hours
Due date and time of receipt of Bids – 05.03.2026, 17:30 Hours	Revised time line 18.03.2026, 18:00 Hours

**B] Annexure-I**

Revised price bid attached with pre-bid reply

NOTE : All Other Terms &amp; Conditions of the tender shall remain unchanged as per NIT document, GCCs and Pre-bid reply.

Approved By,

Sd/-  
(Head – Centralized Contracts Group)

Column1	Column2	Column3	Column4	Column5	Column6	Column9
Sr. No.	Detailed Reference to concerned Document . Please specify Document No / Clause No / Page No		Description as per Bid Document	Query / Clarification / Deviation		CEG Response
1	2		3	4		
1	Payment Terms		<p>Payment Terms: Price - Quoted Price will remain FIRM, F.O.R. Store / Site basis i.e. inclusive of all taxes, packing and forwarding, transport and transit insurance &amp; loading and unloading at respective Odisha Discom's TPNODL/ TPSODL Site.</p> <p>For Supply Part :- 80 % payment will be released within 45 days from date of receipt of materials at store / site and 20 % Payment will be released within 45 days from the date of invoice certification of complete ICT.</p> <p>But the time capping in between supply and site availability to the contractor for ITC will be 90 days. Any further delay in making the site available to Contractor beyond 90 days will lead to remittance of balance 20 % payment of Supply Part to BA on immediate basis for each such site. 20% retention terms apply site wise, individually, and not collectively for all the sites of the Purchase Order. Payment of 20% retained amount of an ITC completed site will not be withheld for pendency of ITC at any other site or sites. Pre-dispatch inspection, MDCC and LD shall be applicable as per GCC.</p>	<p>As per our Scope of Work for Supply and Supervision, we kindly request that 100% payment for the supply component be released upfront.</p> <p>Based on our past experience, the 20% retention amount remains unclear in terms of responsibility—whether it falls under the project team or the contract team. This has led to significant delays, and in previous cases, it has taken approximately 1–2 years to receive the retained amount. This has been a very difficult experience for us.</p> <p>Therefore, we sincerely request you to kindly consider releasing 100% payment against the supply portion only.</p>		It will be as per NIT
			Pt. 42 The controller should monitor battery voltage and provide alarm if the voltage falls below 21V and cut-off at 18 V	We use a 12 V, 26 Ah battery in our controller. The Battery Shutdown is based on the Battery capacity and this can be set in the controller.		Shall be finalised during detailed engineering
			b) Accuracy up to 800A ±0.5% c) Fault data 1000A & above accuracy class 5P10	Three X Dual Core CT (one on each phase); Ratio: 2500:1; Protection Class Accuracy :5P10 for the entire current range; Sensor Accuracy +/- 0.2 %		2500/1A CT ratio shall be very high considering the 33KV feeder. CT may not sense lower range current. So its better to use the CT ratio as per TS, However to be decided during detailed engineering.
			Controller Cabinet: Communication protocol- The controller should be supplied with IEC-60870-5-104 and MQTT. No other and proprietary protocol is accepted	Our controller can support the protocol IEC-60870-5-104. MQTT will be available using our router/modem.		Kindly adhere to TS
			Multi-Master reporting- 5 masters with single CSADU.	Our controller supports 4 multi-masters with a single CSADU. We kindly request you to accept the same.		Kindly adhere to TS
	Type Test		The type tests specified in TPCODL/TPNODL/TPSODL/TPWODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	The type tests specified in TPCODL/TPNODL/TPSODL/TPWODL specifications should have been carried out within ten years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. There is no change in design of the product for last ten years, we request the customer to accept our proposal. We do not repeat type tests at our end as our product does not have any design issues. The product has already been type-tested as per IEC 62271-111 standards and the standards		Type test/ no change in design shall be submitted as per CEA guidelines. (However Bidder to submit undertaking for the same during Technical evaluation of Tender
	Delivery Period		Request to give minimum 150-180 days delivery period from the date of drawing approval due to shortage of electronic components worldwide and many time shipment take time due to heavy traffic reasons.			It will be as per NIT
	Release Order		We request the immediate release of the complete quantity RO against the RC at the same time, rather than issuing partial ROs. The material is sourced from other countries, and each container carries 40-50 units at a time.			Contract to Respond
Sr. No	Clause ref.	Page no.	Requirement as per specification	Amendment proposed	Justification	
Event Information						
1	1.1		Spares (Spare part rates shall remain fixed for Six years) :-	Spares (Spare part rates shall remain fixed for Six One years) :-	It is not possible to maintain prices firm for a period of six years.	It will be as per NIT
2	2.A.1		At least two (02) Performance Certificate by any Discoms / PSUs / Reputed companies are to be submitted. The work on these issued certificates should be completed in last 07 years from the date of bid submission.	At least two (02) Performance Certificate by any Discoms / PSUs / Reputed companies are to be submitted. The work on these issued certificates should be completed in last 07 10 years from the date of bid submission.	The performance certificate issued within last 10 years shall be accepted.	It will be as per NIT

Column1	Column2	Column3	Column4	Column5	Column6	Column9
3	3.1		Price shall be fixed and firm during the contractual period.	Price shall be fixed variable with base date of 01.02.2026 and firm during the contractual period.	Since this is a rate contract for 2 years hence it is difficult to offer fixed price for such long period. Having variable prices will help suppliers to offer competitive rates without factoring commodity variation.	It will be as per NIT
4	5.1.2		**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 and test reports are to be submitted along with the bids.	**The type tests specified in technical specifications should have been carried out within five fifteen years (unless otherwise explicitly stated) prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	Type test reports conducted within 15 years from the date of technical bid opening shall be acceptable. As there is no basic design change in offered product we don't envisage repetition of type tests.	Type test/ no change in design shall be submitted as per CEA guidelines. (However Bidder to submit undertaking for the same during Technical evaluation of Tender
5	13.1.2		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.	Stacking at site shall not be in bidders scope.	It will be as per NIT
6	13.1.4		BA shall submit GTP / Drawings within 1 week from issuance of RC. In case BA does not get necessary approval for issuance of CAT-A within mentioned / mutually agreed timelines, then Odisha Discom reserve the right to cancel issued rate contract / release order and reserve the right to forfeit EMD / PBG.	BA shall submit GTP / Drawings within 1 week from issuance of RC. In case BA does not get necessary approval for issuance of CAT-A within mentioned / mutually agreed timelines, then Odisha Discom reserve the right to cancel issued rate contract / release order and reserve the right to forfeit EMD / PBG.	Drawing approval is joint responsibility of bidder & discom hence both shall be responsible for the same. There is no time line mentioned in tender for discom person to approve the submitted drawings.	It will be as per NIT
7	13.1.6		Payment term :-For Supply Part :- 80 % payment will be released within 60 days from date of receipt of materials at store / site and 20 % Payment will be released within 30 days from the date of invoice certification of complete ICT. But the time capping in between supply and site availability to the contractor for ITC will be 90 days. Any further delay in making the site available to Contractor beyond 90 days will lead to remittance of balance 20 % payment of Supply Part to BA on immediate basis for each such site.20% retention terms apply site wise, individually, and not collectively for all the sites of the Purchase Order. Payment of 20% retained amount of an ITC completed site will not be withheld for pendency of ITC at any other site or sites.	Payment term :-For Supply Part :- 80 % payment will be released within 60 days from date of receipt of materials at store / site and 20 % Payment will be released within 30 days from the date of invoice certification of complete ICT. But the time capping in between supply and site availability to the contractor for ITC complete ICT will be 90 days. Any further delay in making the site available to Contractor completion of ICT beyond 90 days will lead to remittance of balance 20 % payment of Supply Part to BA on immediate basis for each such site.20% retention terms apply site wise, individually, and not collectively for all the sites of the Purchase Order. Payment of 20% retained amount of an ITC completed site will not be withheld for pendency of ITC at any other site or sites.		It will be as per NIT
8	13.1.7		Guarantee period shall be 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract.	Warranty period shall be 48 months from the date of commissioning or 60 months from the date of supply whichever is earlier	Warranty shall be linked to individual equipment supply only.	at least 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is earlier.
9	Annexure I; Price Schedule		Quantities mentioned above is for evaluation purpose only and not guaranteed. Quantities may change as per actual requirements.	Note viii : Quantities mentioned above is for evaluation purpose only and not guaranteed. Quantities may vary $\pm$ 10%.	Quantity variation should be limited to $\pm$ 10% only	NIT Terms will be prevailed
<b>Technical Specification for 33kV pole mounted autorecloser, ENG-EHV-1047</b>						
10	3.1		Max. altitude above sea level : 1200m	Max. altitude above sea level : 1000m	33kV Autorecloser shall be suitable for altitude of 1000m only	Noted and accepted
11	3.15		Wind velocity : 300 km/hr.	Wind Velocity : 180 km/hr	As per IS 875-3 (1987) appendix A the basic wind speed at 10 meter height (where autoecloser is getting mounted) for Bhubaneshwar is 50 meter per second.	Noted and accepted
12	4.29		Manual tripping handle/ stick to be provided for operation suitable from standard operating height.		Provision for manual tripping (handle) shall be provided on HV cabinet, however stick required for the same shall not be in ABB's scope of supply.	Tripping handle /Stick shall be provided as a mandatory part , It is to considered 1 set upto 10 Qty and accordingly supply ratio to be maintained.

Column1	Column2	Column3	Column4	Column5	Column6	Column9
13	4.31		CT Accuracy : Upto 800A±0.5%	CT shall be of fixed ratio of 600/1A with accuracy of 5P10	Since the CT's are used for protection purpose hence same shall have accuracy class of 5P10. Recloser CT are not meant for metering purpose. Our inbuilt CT of 600/1 A is suitable for detecting current (for protection) up to 1.2 Amp. Same shall be sufficient for said requirement.	Noted and accepted
14	4.42		The controller shall have battery having capacity of minimum 20 complete operations and 48Hrs of backup which shall be charged by a temperature compensated charging circuit, allowing the battery to charge at an optimal rate to extend battery life.	The controller shall have battery having capacity of minimum 10 complete operations and 24Hrs of backup	Battery backup of max. 24 Hrs can be provided.	Shall be decided during tender evaluation stage
15	4.42		Shielded Control cable for connection from pole top unit to controller cabinet should be provided with minimum length of 7 meter.	Shielded Control cable for connection from pole top unit to controller cabinet should be provided with minimum length of 6 meter.	Length of control cable shall be 6 meters.	Kindly adhere to TS
16	4.42		The control cable shall have IP66/IP68 rated ingress Protection easy plugin and plug out male female plugs along with cable gland at both ends.	The control cable shall have <del>IP66/IP68</del> IP65 rated ingress Protection easy plugin and plug out male female plugs along with cable gland at both ends.	Ingress protection for control cable & plugs shall be IP65	Noted and accepted
17	4.42		The controller should monitor battery voltage and provide alarm if the voltage falls below 21V and cut-off at 18 V	The controller should monitor battery voltage and provide indication if the voltage falls below 21V and cut-off at 18 V	Indication thorough programmable IED's on relay HMI or signal to SCADA shall be provided.	Kindly adhere to TS
18	4.42		Controller must have at least one TCP/IP Ethernet port to / for communication with master station over IEC-60870-5- 104 & MQTT.	Controller must have at least one TCP/IP Ethernet port to / for communication with master station over IEC-60870-5- 104.		Kindly adhere to TS
19	4.42		Support IEC - 60870-5-104 & MQTT for communicating with master station. Shall also support SFTP protocol to transfer disturbance record to remote server.	Support IEC - 60870-5-104 for communicating with master station. Shall also support SFTP protocol to transfer disturbance record to remote server.		Kindly adhere to TS
20			Cyber security- User level authentication, Disabling the DNS, Disabling/enabling/ configurable TCP/ UDP port, PT Failure, Charger Failure, Battery Failure/Door lock alarm integrated to Controller	Please clarify the requirement		Multi level access authentication security is required as per TS.
21	4.42		Event storage in internal memory of controller as below:	Event storage in internal memory of controller shall be 1024 events.		Shall be finalised during Tender evaluation Stage
22	4.44		The bidder should provide necessary support for integration of field device with TPCODL SCADA/ADMS/DA	The bidder should provide necessary support for integration of field device with TPCODL SCADA/ADMS/DA. The support can be provided through remote or physical presence at site.	Remote support for integration shall also be accepted.	Scope is supply with Supervision , so support integration support is required.
23	5.2.ii		Indicating LEDs shall be provided by the bidder: a)Open (Separate LED) b)Close (Separate LED) c)Over current pickup with phase & ground indication d) Lockout e)Unit status f)Two user programmable LEDs g)Contact & breaker health status h)Battery & battery charger health status	Indicating LEDs shall be provided by the bidder: a)Open (Separate LED) b)Close (Separate LED) c)Over current pickup with phase & ground indication d) Lockout e) Unit status f)Two user programmable LEDs <del>g)Contact &amp; breaker health status</del> h)Battery & <del>battery charger</del> health status	AR healthy indication shall be provided instead of contact and breaker health status.	Shall be finalised during Tender evaluation Stage
24	5.2.iii		j) Minimum TMS settings for IDMT element shall be 0.01 for better relay co-ordination with upstream breaker. K) The high set/definite time delay shall have minimum 20ms setting.	j) Minimum TMS settings for IDMT element shall be 0.05 for better relay co-ordination with upstream breaker. K) The high set/definite time delay shall have minimum 40ms setting.		Shall be decided during detailed engineering
25	5.2.iv		Following metering capabilities shall be provided by the bidder which shall be monitored from local & remote (through SCADA): a. Current - phase and neutral b. Voltage - phase-phase and phase-neutral c. Kilowatts - single and three-phase d. Kilowatt-hours - single and three-phase e. Kilowars - single and three-phase f. Power factor g. Frequency h. Positive, negative and zero sequence current i. Positive, negative and zero sequence voltage j. Load profile, current, voltage and power	The below mentioned measurement options are available in the relay: a. Three-phase current measurement b. Sequence current measurement c. Residual current measurement d. Three-phase voltage measurement e. Sequence voltage measurement f. Three-phase power and energy measurement g. Single-phase power and energy measurement h. Frequency measurement i. Load profile record		Refer Signal list mentioned in the TS , these are to be compiled
26	8		Type tests shall have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid.	Type tests shall have been conducted in certified Test laboratories during the period not exceeding 15 years from the date of opening the technical bid.	Type test reports conducted withing 15 years from the date of technical bid opening shall be acceptable.	Type test/ no change in design shall be submitted as per CEA guidelines. (However Bidder to submit undertaking for the same during Technical evaluation of Tender

Column1	Column2	Column3	Column4	Column5	Column6	Column9
27	11		In the event any defect is found by the TPCODL/TPNODL/TPSODL/TPWODL up to a period of at least 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract whichever is earlier.	In the event any defect is found by the TPCODL/TPNODL/TPSODL/TPWODL up to a period of at least 48 months from the date of commissioning or 60 months from the date of last supply made under the contract whichever is earlier.	The warrantee of equoment shall be linked with individual supply date instead of last supplies made under contract.	at least 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is earlier.
28	11			Warranty for battery shall be 6 months from the date of receipt at site	Since none of the battery manufacturer provided warranty more than 6 months hence same warranty can be offered by bidder too.	at least 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is earlier.
29	11		TPCODL/TPNODL/TPSODL/TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPCODL/TPNODL/TPSODL/TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TPCODL/TPNODL/TPSODL/TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPCODL/TPNODL/TPSODL/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.	OK. Accepted.
30	11		In case of GP failure, BA shall report at site within 48 hours from intimation and arrange for rectification of fault within a mutually agreed time.	In case of GP failure, BA shall respond to complaint within 48 hours from intimation and arrange for rectification of fault within a mutually agreed time.		As per TS
31	14		TPCODL/TPNODL/TPSODL/TPWODL Offices/Site as and when required for better installation and usage of product. It is preferred that the service engineer present during installation, shall arrange to provide the operation training to the staff during installation and inform about the critical points.	To ensure proper operation of Product the bidder shall provide onsite training of TPCODL/TPNODL/TPSODL/TPWODL teams during installation & commissioning of 1 <sup>st</sup> lot of supplied reclosers.	Traning shall be provided by service engineer visiting TPCODL/TPNODL/TPSODL/TPWODL for supervision of erection & commissioning of supplied reclosers only. We are assuming training means product know how and basic trouble shooting infomration only. Trainging can not be given as and when required.	For first lot DISCOM wise supplies, onsite training is required
32	15		To ensure proper operation of Product the bidder shall provide onsite training of TPCODL/TPNODL/TPSODL/TPWODL teams as and when required.	To ensure proper operation of Product the bidder shall provide onsite training of TPCODL/TPNODL/TPSODL/TPWODL teams during installation & commissioning of 1 <sup>st</sup> lot of supplied reclosers.	Traning shall be provided by service engineer visiting TPCODL/TPNODL/TPSODL/TPWODL for supervision of erection & commissioning of supplied reclosers only. Trainging can not be given as and when required.	For first lot DISCOM wise supplies, onsite training is required
33	15		To ensure quality of installations bidder shall provide supervision support during impartation.		Please specify exact no of man days to be considered for supervision per reclosers.	Adhere to Tender Specification
34	18		Bidder shall ensure availability of recommended spares for 15 years from the date of commissioning.	Bidder shall ensure availability of recommended spares for 10 years from the date of supply or commissioning, whichever is earlier.		NIT Terms will be prevailed
35	Annexure-I		GTP of Modem Cum Router:		Response from modem vendor Shall be provided shortly	
<b>SLA for Auto Recloser/Auto Sectionalizer</b>						
36	1.a		Maintenance services for the supplied Hardware, System and application Software upgradation, Patch Management services including sub-vendor products during the Standard warranty period of 48 Months from the date of system handover after SAT, resolution of all punch point of SAT and trouble-free operation of the entire system for a period of one month or, 60 Months from date of last supplies made under contract whichever is earlier.	Maintenance services for the supplied Hardware, System and application Software upgradation, Patch Management services including sub-vendor products during the Standard warranty period of 48 Months from the date of commissioning system handover after SAT, resolution of all punch point of SAT and trouble-free operation of the entire system for a period of one month or, 60 Months from date of last supplies made under contract whichever is earlier.		As per Tender , SLA is common for all
37	1.b		Bidder shall provide Software up-gradation (if any), Patch Management services including sub-vendor products for next 5 years over and above as mentioned in item 'a' above.	Bidder shall provide Software up-gradation (if any), Patch Management services including sub-vendor products for next 5 2 years over and above as mentioned in item 'a' above.		As per Tender , SLA is common for all
<b>General conditions of contract - Supply orders</b>						

Column1	Column2	Column3	Column4	Column5	Column6	Column9
38	5.0	7 of 51	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL 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 TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unloading at site shall not be in suppliers scope.	Tender terms shall prevail. It will be under supplier's scope.
39	12.2	13 of 51	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.	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 provided said damage/incompleteness etc of product is conveyed to supplier within 7 working days from the date of receipt of material at site.	There should be some time line for communicating transit damages to supplier.	It will be as per NIT
40	13.3	15 of 51	TP Odisha Discom will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the respective TP Odisha Discoms own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TP Odisha Discom will be at liberty to get the same done at Associate's risks and costs and recover all such expenses <del>plus the respective TP Discoms own charges (@ 20% of expenses incurred)</del> , from the Associate or from the "Security cum Performance Deposit" as the case may be.	Only actual incurred expenses shall be recovered.	OK. Accepted.
41	13.3	15 of 51	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.	OK. Accepted.
42	13.3	15 of 51	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.	Tender terms shall be prevailed.
43	13.6	15 of 51	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 <del>manufacturing</del> 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.	OK. Accepted.
44	14.0	16 of 51	For the purpose of calculating and applying LD, each delivery lot shall be considered separately. For delay of each week and part thereof, from the delivery schedule specified for the lot, 1% of the contract value corresponding to the undelivered quantity of the lot subject to a maximum of 10% of the total contract value of the subject lot	For the purpose of calculating and applying LD, each delivery lot shall be considered separately. For delay of each week and part thereof, from the delivery schedule specified for the lot, 0.5% of the contract value corresponding to the undelivered quantity of the lot subject to a maximum of 5% of the total contract value of the subject lot	The limit of LD shall be 0.5% per week upto maximum 5% of undelivered portion.	Tender terms shall be prevailed.
45	14.0	16 of 51	liquidated damages	<ul style="list-style-type: none"> <li>LD shall be computed on the undelivered lot upto the max LD limit.</li> <li>LD shall be exclusive remedy for delay and in full satisfaction. Under the contract, TPDDL shall first exhaust the LD max limit before resorting to any other remedy available under the contract.</li> </ul>		Tender terms shall be prevailed.
46	17.0	17 of 51	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPCODL will such rights as granted by Associate in intellectual property so developed.		It will be as per NIT
47	18.0	18 of 51	Indemnity	The Associate assumes responsibility for and shall indemnify and save harmless the TPCODL 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 TPCODL 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.		It will be as per NIT
48	19.0	18 of 51	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		It will be as per NIT
49	20.0	19 of 51	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.		It will be as per NIT

Column1	Column2	Column3	Column4	Column5	Column6	Column9
50	22.3	22 of 51	Termination for convenience of respective discoms under TP Odisha Discoms	In case of termination for convenience of TP Odisha Discom, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.		It will be as per NIT
<b>General</b>						
51			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.	knldy include the said clause.	It will be as per NIT
52			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.	knldy include the said clause.	It will be as per NIT
53			Trade, Control and compliance	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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..</li> </ul>	knldy include the said clause.	It will be as per NIT
54				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 knldy include the said clause.	It will be as per NIT
Sr. No.			Detailed Reference to concerned Document . Please specify Document No / Clause No / Page No	Description as per Bid Document	Query / Clarification / Deviation	

Column1	Column2	Column3	Column4	Column5	Column6	Column9
1			NIT/Second Part: Techno Commercial Bid Clause 5.1.2	The type tests specified in technical specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	The type tests specified in Technical specifications have been carried out within ten years prior to the date of opening of technical bids and test reports will be submitted along with the bids. There has been no change in design of the product for last ten years.  We kindly request the customer to accept our proposal.	Type test/ no change in design shall be submitted as per CEA guidelines. (However Bidder to submit undertaking for the same during Technical evaluation of Tender
2			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/28	Encloser Material: SS 304 with Powder Coated or better	Encloser Material: STS 304 with Powder Coated or better STS is equivalent to SS (STS is Korean nomenclature for stainless steel)	Noted and accepted
3			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/31	b) Accuracy up to 800A ±0.5% c) Fault data 1000A & above accuracy class 5P10	Our proposal for accuracy class for CT is as below. (1) For metering: 0.5% (2) For protection: 5P20 (The protection class 5P20 is better than 5P10) We request the customer to accept our proposal.	Shall be decided during tender evaluation stage
4			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/32	Voltage sensor for metering and protection: Accuracy up to 36kV +5%	Our proposal for RVD (Resistance voltage divider) accuracy is 1%	Shall be decided during tender evaluation stage
5			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/40.a	Auxiliary PT Details Type - Resin cast PT double pole Voltage ratio - 33kV/230V PT earthing shall be inside the AR control panel Burden - 100VA	Auxiliary PT Details Type - Resin cast PT double pole Voltage ratio - 33kV/230V PT earthing shall be done outside the AR control panel. Burden - 300VA  We request the customer to accept our proposal.	Shall be decided during detailed engineering
6			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/42 Control Cabinet	Controller Cabinet: Controller must have at least one TCP/IP Ethernet port to for communication with master station over IEC- 60870-5-104 & MQTT.	ENTEC Controller Cabinet is equipped with at least one TCP/IP Ethernet port to for communication with master station over IEC- 60870-5-104, but not MQTT which is provided via Modem. We Kindly request the customer to accept our proposal	Shall be decided during tender evaluation stage
7			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/42 Control Cabinet	Controller Cabinet: Support IEC - 60870-5-104 & MQTT for communicating with master station. Preferably support FTP protocol to transfer disturbance record to remote server.	ENTEC Controller Cabinet Supports IEC - 60870-5-104 only for communicating with master station. Our controller uses FTP-SSL for transferring data. We Kindly request the customer to accept our proposal	Shall be decided during tender evaluation stage
8			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/42 Control Cabinet	Controller Cabinet: Digital data should have higher priority than Analog data. The dead band shall be user configurable for reporting Analog data by exception shall be initially set to 1% (in 1%) of full scale value.	As per our previous preclarification during TATA power "TPCODL / CCG / 23-24 / 1000001919" Tender our below clarification was accepted. The priority function is not applicable to ENTEC controller. Since our controller use separate buffer for each digital and analog signal, we don't apply any priority for any data. The priority is only applicable for the system which has only single buffer. In consideration that our controller has advance technology with dual buffer.  We Kindly request the customer to accept our proposal.	Shall be decided during tender evaluation stage

Column1	Column2	Column3	Column4	Column5	Column6	Column9
9			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/42 Control Cabinet	Controller Cabinet: Cyber security- User level authentication, Disabling the DNS, Disabling/enabling/ configurable TCP/ UDP port, PT Failure, Charger Failure, Battery Failure/Door lock alarm integrated to Controller	As per our previous preclarification during TATA power "TPCODL / CCG / 23-24 / 1000001919" Tender our below clarification was accepted. Our proposal is as below: <b>Multi User level authentication:</b> We can provide 3 types of password and each password has different level of setting. Those are 1. Full access, 2. communication access, 3. log deletion function. <b>Disabling the DNS:</b> Our controller doesn't support DNS (Domain Name Server) since it is not applicable to the network. <b>Disabling/enabling/configurable TCP/UDP port :</b> Our interface software for controller is developed based on TCP. It doesn't support UDP. And we don't provide disabling function of TCP port since it has to maintains the enabling status for security. <b>PT Failure, Charger Failure, Battery Failure/Door lock alarm integrated to controller :</b> For the safe operation of controller, we don't provide "disabling function" for charger failure and battery failure. For controlling & monitoring battery changing/battery voltage, the detecting function for their failure should be maintained and not disabled.  We Kindly request the customer to accept our proposal.	Kindly adhere to TS
10			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/4 General Technical Requirement/42 Control Cabinet	Minimum Event Storage in internal memory of controller as below Measurement event : 10000 System event : 1000 Alarm event : 1000 Normal event : 5000	As per our previous preclarification during TATA power "TPCODL / CCG / 23-24 / 1000001919" Tender our below clarification was accepted. Our controller can provide event storage as below, allowing for higher storage than required  S/W Operation Recorder -last 5,000 events Fault Event Recorder -last 1,500 events Fault Waveform (60 cyclesx 64 samples) -last 32 events System Event Recorder -last 5,000 events Setting Change Event Recorder -last 2,000 events Load & Energy Recorder - Average Load & Energy –last 8,640 events (Max 360 days) - Peak Load & Energy in every hour –last 8,640 events - Peak Load & Energy in every day –last 8,640 events Diagnostic Event Recorder -last 2,000 events PQM Detection Event Recorder -last 1,500 events Load Current Alarm Event Recorder -last 1,500 events  We Kidnly request the customer to accept our proposal.	Shall be decided during tender evaluation stage
11			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/5 General Construction Communication Features	5.1.7 (2) Control Panel Tank Material and grade of SS and welding - Should be of SS and non-corrosive, offered grade of SS to be mentioned. Minimum grade shall be SS304. The welding shall be corrosion free for useful life of equipment.	Encloser Material: STS 304 with Powder Coated or better STS is equivalent to SS (STS is Korean nomenclature for stainless steel)	Noted and accepted

Column1	Column2	Column3	Column4	Column5	Column6	Column9
12			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/5 General Construction Communication Features	5.2 Control Panel vi) Communication features to be provided by bidder b) On Front panel-RS232 Port/RJ485/Ethernet	Our proposed controller is equipped with USB B port on front Panel of the relay and Ethernet*2 ports/RS232*2 ports/RS485 *1 port on the side panel of relay. With RS 232 and RS 485 are being different ports  We Kindly request the customer to accept our proposal..	Shall be decided during tender evaluation stage
13			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/5 General Construction Communication Features	5.2 Control Panel vii) User interface provided by the bidder g) Switches to disable electronic close & trip operations shall be provided for safety.	As per our previous preclarification during TATA power "TPCODL / CCG / 23-24 / 1000001919" Tender our below clarification was accepted. Our relay is equipped with a CONTROL LOCK function. When the CONTROL LOCK is ON, all buttons on the relay are disabled. This feature enhances operational safety by preventing unintended operations. This design provides a secure and reliable solution for safe controller operation. We Kindly request the customer to accept our proposal..	Noted and accepted
14			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/7 Tests	7.1 Type Tests 6) Additional tests on auxiliary and control circuits 8) Making current capability 15) Thermal runaway test	The following test are not applicable for auto recloser as per IEC 62271-111 6) Additional tests on auxiliary and control circuits : N/A (The successful completion of the interrupting duty, mechanical endurance test and continuous current test of the main circuit is considered adequate verification of the auxiliary and control circuits) As per our previous preclarification during TATA power "TPCODL / CCG / 23-24 / 1000001919" Tender our above clarification was accepted. 8) Making current capability Rated short circuit breaking current test demonstrates this capability. Thus there is no separate test for this  15) Thermal runaway test This test is conditional as per clause no. 7. 113 of IEC 62271-111. Instead, Entec has type test for temperature rise (continuous current test). In accordance with IEC standard, the continuous current test should be done at ambient temperature between 10 and 40degree C. Please refer to the following extracted from IEC standard.  We Kindly request the customer to accept our proposal.	Shall be decided during tender evaluation stage
15			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA Pole Mounted Auto recloser/7 Tests	7.2 Routine Tests d) Tightness Tests	The following test will not be included in routine test since we proposed solid insulated recloser. The below test is for gas insulated recloser. d) Tightness test We Kindly request the customer to accept our proposal.	The Tightness Test under routine tests (TS Cl. 7.2 d) is a standard requirement for recloser controller cabinets to verify enclosure integrity, applicable to both gas and solid insulated designs per industry norms (e.g., IEC 62271 series). For solid insulated reclosers, this test ensures non-pressurized enclosure sealing against ingress.

Column1	Column2	Column3	Column4	Column5	Column6	Column9
16			ENG-EHV-1047 Technical Specification for 33 kV 800A/16kA & 1200A/20kA Pole Mounted Auto recloser/8. Type Test Certificates	The Bidder shall furnish the type test certificates of same design as offered in bid for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI/ERDA or International accredited Laboratory like KEEMA, KERI, PEHLA, CESI as per the relevant standards of IEC/IEEE. Type tests shall have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid.	ENTEC will furnish the type test certificates of same design as offered in bid for the tests as mentioned above as per the corresponding standards. All the tests were conducted at CPRI/ERDA or International accredited Laboratory like KEEMA, KERI, PEHLA, CESI as per the relevant standards of IEC/IEEE. Type tests shall have been conducted in certified Test laboratories during the period not exceeding 10 years from the date of opening the bid. There is no change in design of the product for last ten years. We kindly request the customer to accept our proposal for ten years as applicable internationally.	Type test/ no change in design shall be submitted as per CEA guidelines. (However Bidder to submit undertaking for the same during Technical evaluation of Tender
17			Others	Quotation Model	We will offer auto recloser for sectionalizer as our recloser support sectionalizer function in accordance with IEC 62271-111 and the technical specification (ENG-EHV-1047) specify the requirement for auto recloser in this tender.	Noted and accepted
1			Specification No: ENG-EHV-1047, Page No. 38/118, Clause No.4 (Sr. No. 23)	Operating sequence/Duty : O-0.2s-CO-2s-CO-2s-CO (Duty cycle and the recloser delay time shall be programmable at site and remotely)	Request to consider 33kV Recloser product as per IEC 62271-111 specified Duty Cycle (O-0.5s-CO-2s-CO-5s-CO) Also request to consider type test certificate as per IEC 62271-111.	As per type tested design is accepted
2			Specification No: ENG-EHV-1047, Page No. 39/118, Clause No.4 (Sr. No. 29)	Manual tripping handle/ stick to be provided for operation suitable from standard operating height.	The <b>manual tripping handle</b> is available with the recloser body for emergency tripping. To operate this handle from ground, a separate insulated operating stick is required. Kindly confirm whether <b>one insulated stick</b> is required to supply separately with each recloser or not.	To operate this handle from ground, a separate insulated operating stick is required. One insulated stick to be provided for upto 10 Nos AR/AS
3			Specification No: ENG-EHV-1047, Page No. 40/118, Clause No.4 (Sr. No. 42)	The controller shall have battery having capacity of minimum 20 complete operations and 48Hrs of backup which shall be charged by a temperature compensated charging circuit, allowing the battery to charge at an optimal rate to extend battery life.	We use 2 nos. 12V, 18Ah SMF Battery which is suitable for 24 hrs back-up. Request to consider 24hr backup with 20 operation.	Shall be decided during technical evaluation of the Tender
4			Specification No: ENG-EHV-1047, Page No. 44/118, Clause No.5.2 (Sr. No. VI)	a) Remote On-OFF operation of recloser b) On Front panel-RS232 Port/RJ485/Ethernet c) Remote RJ485 port-The RJ 485 must have the capability for multi-drop connectivity. d) Radio RS232 Port. The port must include RTS/CTS handshaking for direct connection to a radio & delayed message flow control. e) TCP/IP Ethernet Port- 2 nos. One must be engineering port f) Data Transmission Rate of TCP/IP Ethernet Port- 10/100Mbps. g) All ports shall be capable of simultaneous operation & shall be optically isolated & protected from surge.	Request to accept on point No. b,c,d,e & f a) Complied b) Front mounted USB port will be provided which is more convenient than RS232 Port/RJ485/Ethernet port. It can be accessed with regular printer USB cable which is easily available in market and directly compatible to regular Laptops. c) Ethernet will be provided as no RS485 compatible protocol is mentioned in the tender d) Ethernet will be provided as Modems can be managed through Ethernet and RS232 connection is not required e) One Ethernet Port will be provided as ports can be multiplexed through modem. Same port can be used for engineering f) Complied g) Complied	Kindly adhere to TS
5			Specification No: ENG-EHV-1047, Page No. 45/118, Clause No.6 (Sr. No. o)	Warranty (60/6	SMF battery is brought out item for any Autorecloser manufacturer. Battery companies do not provide a warranty beyond two years. Therefore, we request you to accept the product with 60/66-month warranty, excluding battery	at least 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is earlier.