

**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
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
	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
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
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
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 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.		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 belinked 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.

Column1	Column2	Column3	Column4	Column5	Column6	Column9
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
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
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
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.	Okay Noted. More that that GCC caluses and teder stipulation will be implemneted.
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 Disocms 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 plus the respective TP Discoms 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.
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 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.	OK. Accepted.

Column1	Column2	Column3	Column4	Column5	Column6	Column9
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.		Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate only. Otherwise tender terms will be prevailed.
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.		Referring to the practice in TP Odisha Discoms, the clause can be read as- The Associate assumes responsibility for and shall indemnify and save harmless the respective odisha discoms 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 respective odisha discoms and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed 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. However, other details regarding this clause shall remain same as mentioned in
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		Referring to the practice in the clause can be read as - "Except for any specific monetary value liability which may be identified in the Contract and which may be payable hereunder, 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, willful misconduct." Limitation of liability shall be 100% of contract value
49	20.0	19 of 51	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.		Tender terms shall prevail. Will be depending on respective odisha discom's discretion

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.		Referring to the earlier practice, the clause can be read as - "In case of termination for convenience of respective odisha discoms or cancellation of project, Associate shall also be paid for the cost of actual executed work for WIP project along with supplies/services rendered until date of termination. Certified invoices at site by respective discom's representative."
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 shall be same as agreed by respective odisha discoms (TPNODL / TPSODL) i.e. Except for any specific liability which may be identified in the Contract and which may be payable hereunder, 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 negligence, willful misconduct or breach of contract. Limitation of liability shall be 100% of contract value
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 shall be same as agreed by respective odisha discoms (TPNODL / TPSODL) i.e. Except for any specific liability which may be identified in the Contract and which may be payable hereunder, 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 negligence, willful misconduct or breach of contract. Limitation of liability shall be 100% of contract value

Column1	Column2	Column3	Column4	Column5	Column6	Column9
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
5			Specification No: ENG-EHV-1047, Page No. 45/118, Clause No.6 (Sr. No. o)	<p>7.102 Making current capability</p> <p>7.102.1 Test procedure</p> <p>The standard operating duty test in 7.102.4 demonstrates the capability of the recloser tripping gaps to close and latch on the rated theoretical making current of the recloser. If the recloser is equipped with a non-interrupting gap that may be closed into a fault, fault making capability shall be demonstrated by a separate test for each additional gap, e.g. cut-off reclosers.</p>	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.