

Sr. No	Clause ref.	Requirement as per Tender	Amendment proposed	Justification	TPCODL Response
1	2.1 & 3.4	RC Validity: - The validity of this rate contract shall be one year from the date of issuance.	Please consider PVC price variation clause keeping the bid opening date as the start point	There is a lot of price fluctuation in the market for commodities due to Russia Ukraine war, and the shortage of IC chips.	Not Acceptable
2	3.9 & 8	The type tests specified in TPCODL 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. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost.	Existing type test reports to be accepted	As per IEC, the type tests are valid till the design change, and since our design has not changed since the type testing the same shall be accepted.	Accepted
3	7.1	Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of order. PBG applicable shall be 5% of Order Value	The PBG shall be submitted within 45 days.	Need time to process the BG	Pls Adhere the Tender Terms
4	7.1	There will be no price escalation given to bidder after issue the RO even if there is delayed the project due to ROW permission.	Please consider PVC price variation clause keeping the bid opening date as the start point	There is a lot of price fluctuation in the market for commodities due to Russia Ukraine war, and the shortage of IC chips.	Not Acceptable
5	7.2	The relevant drawings and GTPs need to be submitted within two weeks of receipt of firm purchase order by the successful bidder to TPCODL for approval.	We shall need 4-6 weeks time to submit all the drawings.	Need time for engineering process and calculations to be done.	Pls Adhere the Tender Terms
6	7.3	Release Orders shall be placed against the awarded Rate Contract by TPCODL as and when the requirements arise and delivery period shall be 90 days from the approval of GTPs and drawings or issue of Release Order, whichever is later.	Release Orders shall be placed against the awarded Rate Contract by TPCODL as and when the requirements arise and the delivery period shall be 140 days from the approval of GTPs and drawings or issue of Release Order, whichever is later.	Considering the Global chip shortage the delivery of electronic components is hampered, so we request you reconsider.	Pls Adhere the Tender Terms

7	6	5% of the Release Order/ Purchase Order price shall be paid as initial interest-free advance on fulfillment of the following by the Associate 10% of the Release Order/ Purchase Order price shall be paid as interest-free advance against approval of drawings under Category-1 of major drawings 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorated basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry,	5% of the Release Order/ Purchase Order price shall be paid as initial interest-free advance on fulfillment of the following by the Associate 10% of the Release Order/ Purchase Order price shall be paid as interest-free advance against approval of drawings under Category-1 of major drawings 65% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorated basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item.			Pls Adhere the Tender Terms
8		Associates shall submit within 15 days from the effective date of issue of PO/RC, Security cum Performance Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPCODL	The banks shall be Axis			Accepted
9	14 & 11	GUARANTEE	Warranty	We shall offer a warranty instead of a Guarantee.		Accepted
10	14.2 & 11	In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier. & In the event any defect is found by the Company up to a period of 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is later, supplier shall be liable to undertake to replace/rectify such defects at his own costs	Which clause shall be followed 14.2 or 11			Pl refer Technical Specs for warranty
11	15	Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate	DeDuction of LD shall be on Basic Cost			Pls Adhere the Tender Terms
12	20	In this connection, the TPCODL shall pass on all claims made against him to the Associate for settlement	This shall not exceed 100% of the basic cost	in conflict with limitation of liability		Pls Adhere the Tender Terms
13	3	9 Earthquakes of an intensity in horizontal direction equivalent to seismic acceleration of 0.3g 10 Earthquakes of an intensity in vertical direction equivalent to seismic acceleration of 0.15g (g being acceleration due to gravity)	shall be suitable for Zone 4			Noted
14	4.1.1	Architecture Metal-clad-air insulated	shall be metal enclosed	As per latest IEC		Noted
15	4.1.16	The maximum permissible temperature for bus bar shall be 90 deg C at an ambient temperature not exceeding 40 deg C,	The maximum permissible temperature shall be 115 Deg C.	As per latest IEC for silver plated joints		Noted

16	4.6.1	800-1200-1600/ 5-5-5A	We shall offer this in 2 sets of CT	Design constraint of CT as 3rd core needs to be offered with Vk value of 500V	Differential CT shall be separate. CT Ratio shall be as per TS.
17	4.8	separate static energy meter (TVM) of class 0.2S for reading through MRI shall be provided	IS MRI also to be supplied	Clarification required	Provision for Revenue Class Energymeter to be Given
18	5.1 b)	Panels shall have structural steel framework enclosed on all sides and top by CRCA sheet	The panels shall be constructed our of AlZn material	As per our type tested design	Accepted
19	5.1 b)	Frame: 3 mm	Frames are not used in our deisgn	As per our type tested design	Accepted
20	5.1 b)	All doors, cutouts and removable covers shall be gasketed all round by neoprene cork	EPDM Gasket	As per our type tested design	Accepted
21	5.1 d)	Cable glands shall be of double compression type 'and made of brass.	Cable Glands shall not be in Supplier scope of supply		Accepted
22	5.1 e)	The center lines of the switches, push buttons and indicating lamps shall be not less than 900 mm from the bottom of the panel. The center lines of relays, meters etc. shall be not less than 450 mm from the bottom of the panel	This shall depend on the number of components to be mounted in our panesl.		Noted
23	5.1 h)	The supplier shall submit Type Test report from CPR I/ERDA to prove the above	Our Panels are type tested at PHELA Germany		Accepted
24	5.1 j)	It is preferred to have condition based monitoring in switchgear using Heat and Humidity sensors in Bus-Bar , Breaker and Cable Compartments. These sensors should be integrated with RTUs/ SCADA using wireless communication	IF we provide the sensors on the breaker then this will have interchangeability issues	As the sensors and Antena in the Switchgear are linked if the breakers are interchanged then the reading will not come in online temperature monitoring.	Please consider this clause as "void"
25	5.1 r)	Each switchgear panel shall have 20% spare terminals	This will depend on the space availability in the panels		Required
26	5.2 c)	It shall be possible to Interchange vacuum interrupters of incomer CB with other outgoing CB & vice versa	The breakers of the same rating shall be interchangeable.		Accepted
27	5.5	The VT shall have Metallic safety shutters, which will close in the event of VT withdrawal and ensure that no live components inside the 11 kV switchgear panels are accessible.	We shall not provide the shutters for PT	As per our type tested design	Safety shutter should be there to restrict access to live busbar when PT is in withdrawn state.
28	5.5 & 5.12 b)	The control wiring shall be of 4 sq. mm. multi stranded copper with-1.1 kV grade insulation.	AS the current in the VT will be in mA 1.5Sqmm wires shall be considered.		Noted
29	5.15	Provision shall be made on the earth bus bars of the end panels for connecting the same to the earthing grid. b) An earthing conductor of 40x10 sq mm Cu (minimum), shall be provided extending the whole length of switchgear and control gear to sustain the Rated short-time withstand current.	The Earthing Bus shall be 30X8mm	As per our type tested design	PI follows tender Spec
30	5.16	PAINTING	Painting is not envisaged	Since we are using AlZn for panel construction.	
31	11	In the event any defect is found by the Company up to a period of 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is later, supplier 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 48 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is <b>earlier</b> , supplier shall be liable to undertake to replace/rectify such defects at his own costs		Commissioning will be done within one year. So the clause remains valid.
32	Section -A	Scope of Work for Substation Automation System	As this is active SCADA and out of our manufacturing range this shall be out of Supplier scope.		Integration with RTU in scope of Supplier

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1	2	<p>The bids will be evaluated automatically on all-inclusive lowest cost for each line item of tender (BID) as (available) in Schedule of Items (Annexure II). TPCOCL, however, reserves right to split the order line item (size and/or quantity wise among more than one Bidder. Hence, all bidders are advised to quote their best competitive rates against each line item.</p>	Will there be a possibility of Supply portion and service portion been awarded to two different parties,	Not Acceptable
2	3.5	<p><b>3.5 Period of Validity of Bids</b> Bids shall remain valid for 180 days from the due date of submission of the bid.</p>	Price validity shall be 30 days from the date of offering	Not Acceptable
3	3.5	<p>3.5 Validity - The validity of this rate contract shall be one year from the date of issuance.</p>	Pls. share the tentative planned schedule for the issuance of the award.	Shall be decided after receipt of bid
4	4.6	<p><b>4.6 Reverse Auctions</b> TPCOCL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/services being offered in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.</p>		Pls Adhere Tender Terms
5	4.4 Page no. 69	<p>The associates shall follow the below criteria for disposal of waste at site during the execution of project</p>	We shall not consider clauses related to this point under clause 4.4 in our scope of work	
6	4.5 Page no. 69	<p>cost to TPCOCL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees</p>	Overtime charges shall be applicable if the work is expected to go beyond the working hours for the particular day	Not Acceptable
7	4.7 Page no. 70	<p><b>4.7 Issuance of Material</b> The material issued to the Associates shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile</p>	Request you to pls. waive off this clause, as we shall not be able take custody of the issued material if any as the site room will not be in our custody	Not Acceptable
8	5.2 Page no. 71	<p><b>5.2 For Service part of Contract</b> The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by TPCOCL and to the extent required for completion of works, cost of service executed as per schedule of quantities, cost of testing as per contract terms,</p>	We understand there shall be no scope of supply in service portion line item	Pls Adhere Corrigendum
9	6 page no. 71	<p><b>6.0 TERMS OF PAYMENT</b></p>	Service payment is understood to be separate but the service payment terms are not mentioned in the tender document only supply ones are mentioned	
10	6.3.1 Page no. 73	<p><b>6.3.1 Statutory Deductions</b></p>	Pls. waive off this clause	Pls Adhere Tender Terms
11	14.2 Page no. 82	<p><b>14.2 Guarantee Period</b> The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPCOCL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.</p>	Service portion will not be having any Guarantee	Pls Adhere Tender Terms
12	14.4 Page no. 82	<p><b>14.4 Cost of repairs on failure in GP</b></p>	Apart from warranty the services will be rendered on chargeable basis	Shall be done as per tender norms
13	15 Page no. 83	<p><b>15.0 LIQUIDATED DAMAGES</b></p>	Pls. share the expected completion schedule for the ETC beyond which LD shall be applicable	Should be done in given time line
14	16 Page no. 84	<p><b>16.0 ASSIGNMENT OR SUBCONTRACTING</b></p>	The details of subcontracting for service portion if any shall be shared in the event of order	
15	24 Page no. 88	<p><b>24 TERMINATION OF CONTRACTS</b></p>	There shall be sufficient time of minimum 90 days in case some conflict arises after the reporting of the conflict to arrive at mutual agreement to resolve the conflict before going to the termination clause.	Pls adhere the tender terms
16	6 & 7 Page no. 104	<p><b>6.6 Requirements for Clearance for Commencement of Work (CCW)</b> <b>7.0 Requirements during execution of work.</b> <b>8.0 Requirements for the Operation Certificate (OCS) for closure of work.</b></p>	We need to understand this documentation requirement as it is not very clear	It is clear in the GCC
17	1.1.24 Page no. 362	<p><b>1.1.24 Team details (CVs)</b></p>	As the site teams will be deputed as per availability, the same team cannot be confirmed to be deputed each time, so this required details cannot be furnished	Pls adhere the tender terms
18		Safety related clauses	1. Each contractor shall provide at least one competent full time safety supervisor for workplace of less than 100 numbers (Is it to be considered as compulsory clause)	Pls adhere the tender terms
19			2. Pre Employment and periodic medical check-up of entire workforce. (Is it to be considered as compulsory clause)	Pls adhere the tender terms
20			3. Penalties (pls. suggest if those can be waived off)	Pls adhere the tender terms
21	Internal Page no. 166 to 414		Technical specifications of 11kV Switchboard, Substation automation system are not referred by ELSE, product team to go through it	Pls adhere the tender terms
22	Internal		EMD tender fee if applicable shall be taken up by product team	Pls adhere the tender terms
23	Internal	<p><b>14.6 Latent Defect</b></p>	To be considered by Product team, additional period of 3 years is expected by customer	Pls adhere the tender terms
24	General		Will there be separate PO for Service portion / ETC or will be separate line in same PO of the supply.	Pls adhere the tender terms
25	Internal		PBG Shall be taken up by Product team, ELSE will not be involved in this submission	Pls adhere the tender terms
26	General		Tentative schedule for carrying out the site activity	Pls adhere the tender terms
27	General		Payment terms for service / ETC are understood to be separate, pls. confirm	Pls adhere the tender terms
28	General		Storage location is identified at site, pls. confirm, We have not considered the storage in our scope of work	Pls adhere the tender terms
29	General		Shifting from storage location to the site shall not be in our scope of work	Pls adhere the corrigendum
30	General		Scrap material shifting if any from switchboard room to the storage location	Pls adhere the tender terms