

**Pre-bid queries Responses**

Tender:RC for Supply of 33 & 11 kV Outdoor VCB at TPCODL, TPNODL, TPWODL & TPSODL

Tender Ref No: TPCODL / CCG / 2023-24 / 100000536

Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	CCG/CEQG Reply
<b>CONTENTS OF THE ENQUIRY</b>						
1	3.1		Price shall be fixed and firm during the contractual period.	Prices shall variable as per PV formula. Base date for calculation of PV shall be 1 month prior to tender opening date.	Since this is rate contract for 1 year hence variable basis price will help suppliers & Tata Power to limit adverse impact of commodity fluctuations. Thereby suppliers can quote best possible price.	Price shall remain Firm. Tender terms & conditions shall prevail.
2	5.1.2.1		The type tests specified in technical specifications should have been carried out within five years (unless otherwise explicitly stated) prior to the date of opening of technical bids..	The type tests specified in technical specifications should have been carried out within TEN years (unless otherwise explicitly stated) prior to the date of opening of technical bids..	In case there is no change in basic design of the product then repetition of type test shall not be required.	Accepted
3	5.1.2.1		Type tests		Since we have not done any changes in the basic design of the offered CB hence we do not envisage repetition of any type test.	Accepted
4	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.	Unloading & Stacking at DISCOM site / stores shall not be in suppliers scope.	Tender terms & conditions shall prevail.
5	13.1.4		Guarantee period shall be 48 months from the date of last supplies made under the contract.	Guarantee period shall be 48 months from the date of last supplies made under the contract.	Guarantee shall be linked to supply date of individual equipment instead of supply date of last supply made under contract.	Tender terms & conditions shall prevail.
6	13.1.5		In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned /mutually agreed timelines, then CCG/TP Odisha reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.	In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned /mutually agreed timelines, then CCG/TP Odisha reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.	Since drawing approval/MFC is joint responsibility of supplier & CCG/TP Odisha hence EMD/PBG shall not be forfeited due to failure to do so within agreed time	Tender terms & conditions shall prevail.
7	13.1.6		Delivery Period shall be 90 days from date of receipt of release order / CAT-A issuance, whichever is later.	Delivery Period shall be 120 days from date of receipt of release order / CAT-A issuance, whichever is later. Maximum lot size per dispatch for 11kV VCB shall be 30 nos. per month only	Maximum lot size per dispatch for 11kV VCB shall be 30 nos. only	Tender terms & conditions shall prevail.
<b>GENERAL</b>						
8	5	6 of 44	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unloading at TPWODL site or stores; delivery to TPWODL stores/site & cost of documentation etc. shall not be in suppliers scope.	Tender terms & conditions shall prevail.
9	12.2	13 of 44	Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.	Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Rejection note for such rejected material shall be issued by TPWODL within 15 days from the date of receipt of material at site. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.	Rejection note for rejected material shall be issued by TPWODL within 15 days from the date of receipt of material at site.	No Changes. . Tender terms & conditions shall prevail.
10	13.3	15 of 44	TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	Only actual incurred expenses shall be recovered.	No Changes. . Tender terms & conditions shall prevail.
11	13.3	15 of 44	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.	No Changes. . Tender terms & conditions shall prevail.

12	13.3	15 of 44	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.	This shall be as per Tender Specification
13	13.6	15 of 44	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.	This shall be as per Tender Specification
14	14	16 of 44	For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.	For delay of each week and part thereof from the delivery schedule specified in the contract, 0.5% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 5% of the total contract value.	The limit of LD shall be 0.5% per week upto maximum 5% of undelivered portion.	Tender terms & conditions shall prevail.
15	14	16 of 44	liquidated damages	• LD shall be computed on the undelivered lot upto the max LD limit. • LD shall be exclusive remedy for delay and in full satisfaction. Under the contract, TPWODL shall first exhaust the LD max limit before resorting to any other remedy available under the contract.		Tender terms & conditions shall prevail.
16	17	17 of 44	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPWODL will such rights as granted by Associate in intellectual propterv so developed.		Tender terms & conditions shall prevail.
17	16.3	17 of 44	Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPWODL under the Contract shall be passed on to the TPWODL.	Title Ownership to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPWODL under the Contract shall be passed on to the TPWODL.	Ownership shall be passed on to TPWODL for the documents.	Tender terms & conditions shall prevail.
18	18	18 of 44	Indemnity	The Associate assumes responsibility for and shall indemnify and save harmless the TPWODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPWODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract.		Tender terms & conditions shall prevail.
19	19	18 of 44	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		The same shall remain as per tender terms & conditions only.
20	20	19 of 44	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.		The same shall remain as per tender terms & conditions only.
21	22.3	22 of 44	Termination for convenience of TPWODL	In case of termination for convenience of TPWODL, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.		The same shall remain as per tender terms & conditions only.
<b>Specification for 33KV Outdoor Vacuum Circuit Breaker (1250 A) : ENG-EHV-1020</b>						
22	1		This specification covers technical requirements of design, manufacture, construction, performance, testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 33KV Outdoor VCB of 1250 Amps. completed with all accessories for trouble free and efficient performance.	This specification covers technical requirements of design, manufacture, construction, <del>performance</del> , testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 33KV Outdoor VCB of 1250 Amps. completed with all accessories for trouble free and efficient performance.	Please remove word performance from scope.	This shall be as per Tender Specification
23	4.14.4			Offered CB shall be suitable for single capacitor bank switching application only.		This shall be as per Tender Specification
24	5.1.1		Control Cabinets shall be CRCA or better, surface treated for anti-oxidation/corrosion and power coated with epoxy highly suitable for outdoor installations (test reports shall be submitted).	Circuit breaker shall be housed in a weather proof & dust proof cabinet made of mild steel (HRCA), the thickness of which shall not be less than 2.5 mm.	CB control cabinet shall be of MS of 2.5mm thickness as per earlier supplied CB's.	Shall be 7 tank powder coated. 2.5mm thickness Superior Material is also accepted.

25	5.2.1		Spring charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	Spring charging motor shall be universal type with overload protection. <del>and overload relay with contacts for annunciation.</del>	MCB/Fuse shall be provided for sp. charging motor. Limit switch shall be provided to cut off sp. charging motor supply after completion of charging.	Spring-charging motor shall be universal type with MCB.
26	5.2.2		A manual closing device that can easily be operated by one person standing on the ground shall also be provided for maintenance purposes.	Said clause shall be removed	Looking into safety aspect it is not advisable to close the breaker manually hence	Breaker should have manual closing Facility.
27	5.2.3		A closing release shall operate correctly at all values of voltage between 70% and 110% of the rated voltage.	A closing release shall operate correctly at all values of voltage between 85% and 110% of the rated voltage.		This shall be As per TS
28	5.2.7		Floor clamps, Foundation bolts, Lifting hooks and one manually operated tank lifting & lowering device for frame-mounted tanks shall be provided.	<del>Floor clamps; Foundation bolts, Lifting hooks and one manually operated tank lifting &amp; lowering device for frame-mounted tanks shall be provided.</del>		Accepted
29	5.2.7		Bidder shall give suitable provision in CB such as space, auxiliary contact with wiring etc. for providing castle lock by purchaser.		This means castle key locks are not in suppliers scope. Supplier shall only provide provision for accommodating the same.	Castle Key Lock is required
30	7.2		Type tests	Only mandatory type test as per IEC62271-100 shall be applicable		This shall be as per Tender Specification
31	7.2		Type tests		Since we have not done any changes in the basic design of the offered CB hence we do not envisage repetition of any type test.	Accepted
32	8		TYPE TEST CERTIFICATES	TYPE TEST REPORTS	Copies of Type test reports shall be submitted for reference.	Accepted
33	11		In the event any defect is found by the Company up to a period of 36 months from the date of commissioning or 48 months from the date of last supplies made under the contract, whichever is earlier, bidder shall be liable to undertake to replace/rectify such defects at his own costs.	In the event any defect is found by the Company up to a period of 36 months from the date of commissioning or 48 months from the date of last supplies made under the contract, whichever is earlier, bidder shall be liable to undertake to replace/rectify such defects at his own costs.	The warranty of equipment shall be linked with individual supply date instead of last supplies made under contract.	Tender terms & conditions shall prevail.
34	11		.....failing which the Company will be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses plus the Company's own charges( @ 20% of expenses incurred), from the bidder or from the " Security cum Performance Deposit" as the case may be.	.....failing which the Company will be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses <del>plus the Company's own charges( @ 20% of expenses incurred)</del> , from the bidder or from the " Security cum Performance Deposit" as the case may be.	Only actual incurred expenses shall be recovered.	Tender terms & conditions shall prevail.
35	17		Spares	Unit rate of spares shall be quoted by bidder. Order for supply of required spares shall be placed along with breaker it self.	Since it is a rate contract hence qty of CB is not defined therefore it is not possible to find out exact requirement of spares. Therefore it is required to decide qty of spares to be considered during costing.	10% of order Quantity shall be considered and accordingly price bid to be submitted.
36	17		Spares		Does this mean that spares are not to be considered included in CB price?	10% of order Quantity shall be considered and accordingly price bid to be submitted.
<b>SPECIFICATION FOR 11KV OUTDOOR VACUUM CIRCUIT BREAKER (1250AMP) : ENG-HV-2014</b>						
37	1		This specification covers technical requirements of design, manufacture, construction, performance, testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 11KV Outdoor VCB of 1250 Amps. completed with all accessories for trouble free and efficient performance.	This specification covers technical requirements of design, manufacture, construction, <del>performance</del> , testing at manufacturer's works, packing, forwarding, supply and unloading at stores/site of 11KV Outdoor VCB of 1250 Amps. completed with all accessories for trouble free and efficient performance.	Please remove word performance from scope.	10% of order Quantity shall be considered and accordingly price bid to be submitted.
38	4.1		Percentage DC component : 40%	Percentage DC component : <50%		This shall be As per TS
39	5.1.1		Circuit breaker shall be housed in a weather proof & dust proof cabinet made of CRCA or equivalent thickness of which shall not be less than 2.5 mm.	Circuit breaker shall be housed in a weather proof & dust proof cabinet made of mild steel (HRCA), the thickness of which shall not be less than 2.5 mm.	CB control cabinet shall be of MS of 2.5mm thickness as per earlier supplied CB's.	Shall be 7 tank powder coated. 2.5mm thickness Superior Material is also accepted.
40	5.1.3		Requisite number of cable entries shall be provided at the bottom of the operating cabinet to receive purchaser's control cables.	Undrilled gland plate shall be provided inside CB control cabinet to receive purchaser's control cables.	Required no of holes of appropriate size shall be drilled at site. This will help arrange cables properly.	Undrilled gland plate shall be provided inside CB control cabinet
41	5.1.3		Number and size of cable glands will be intimated to the bidder.	Cable glands shall not be in ABB's scope of supply.		Accepted
42	5.2.1		Spring charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	Spring charging motor shall be universal type with overload protection. <del>and overload relay with contacts for annunciation.</del>	MCB/Fuse shall be provided for sp. charging motor. Limit switch shall be provided to cut off sp. charging motor supply after completion of charging.	Spring-charging motor shall be universal type with MCB.
43	5.2.2		A manual closing device that can easily be operated by one person standing on the ground shall also be provided for maintenance purposes.	Said clause shall be removed	Looking into safety aspect it is not advisable to close the breaker manually hence	Breaker should have manual closing Facility.
44	5.2.3		A closing release shall operate correctly at all values of voltage between 70% and 110% of the rated voltage.	A closing release shall operate correctly at all values of voltage between 85% and 110% of the rated voltage.		This shall be as per Tender Specification
45	5.2.7		Floor clamps, Foundation bolts, Lifting hooks and one manually operated tank lifting & lowering device for frame-mounted tanks shall be provided.	<del>Floor clamps; Foundation bolts, Lifting hooks and one manually operated tank lifting &amp; lowering device for frame-mounted tanks shall be provided.</del>		Accepted



Sr. No.	Detailed Reference to Technical Document. Please specify Document No / Clause No / Page No	Description as per Bid Document	Remarks - Query / Clarification	TP Odisha DISCOM Response	
1	2	3	4	5	
1	Technical Specification Clause no. 5.2.1,	Spring charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	Spring charging motor shall be universal type. For protection purpose MCB/Fuses will be provided		Spring-charging motor shall be universal type with MCB.
2	Technical Specification Clause no. 17,	17. SPARES, ACCESSORIES & TOOLS SPARES: Following spares shall be supplied along-with CB. 10% spare to be considered. Bidder should quote unit rates for spares. Exact quantity to be finalized during tendering. 1. Trip Coil 2. Closing coil 3. Spring charging motor 4. Vacuum interrupter (For VCB type) 5. T-N-C Switch 6. Local / remote selector switch 7. LED Indicator (Red and Green) 8. Contactor/Relay for Control Circuit 9. Breaker aux contact	Kindly confirm your required quantity of Spares. Please confirm whether the cost of spares are part of CB price or you wish separate unit rate of each item.		10% of order Quantity shall be considered and accordingly price bid to be submitted.
3	Technical Specification Clause no. 17,	SPECIAL TOOLS & GAUGES	Not required for offered Outdoor VCB's, hence not offered.		If special tools are not required, then it is accepted.
Sr. No.	Clause/Page NO	As per Specification	Query	Response	
1	5.2.1/Page 6/16	OPERATING MECHANISM: As per Tender: Spring-charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	We propose Spring-charging motor shall be universal type with MCB/Fuses will be provided in line with the amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030 .Kindly confirm the same.		Spring-charging motor shall be universal type with MCB.
2	5.5/Page 8/16	PRIMARY TERMINALS: Primary terminals shall be suitable for wedge type connectors with Panther conductors. Successful bidder shall supply connectors. It should have Primary - terminals (connected at Fixed contact) on single side at top in case of bypassing CB.	We propose you Panther connectors for 11kV VCB in line with amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030		11 KV : Panther Palm type connector
3	7.1/Page 9/16 7.2/Page 9/16	<b>Routine tests:</b> 4. Tightness tests <b>Type tests:</b> 9. Tightness tests	As per IEC tightness test is not applicable for offered product in line with the amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030 .Kindly confirm the same.		Accepted
Sr. No.	Clause/Page NO	As per Specification	Query	Response	
1	5.2.1/Page 6/17	OPERATING MECHANISM: As per Tender: Spring-charging motor shall be universal type with overload protection and overload relay with contacts for annunciation.	We propose Spring-charging motor shall be universal type with MCB/Fuses will be provided in line with the amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030 .Kindly confirm the same.		Spring-charging motor shall be universal type with MCB.
2	5.5/Page 8/17	PRIMARY TERMINALS: Primary terminals shall be suitable for wedge type connectors with ZEBRA conductors. Successful bidder shall supply connectors. It should have Primary - terminals (connected at Fixed contact) on single side at top in case of bypassing CB.	We propose you Zebra connectors for 33kV VCB in line with amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030		33KV : Zebra Palm type connector
3	7.1/Page 10/17 7.2/Page 10/17	<b>Routine tests:</b> 4. Tightness tests <b>Type tests:</b> 9. Tightness tests	As per IEC tightness test is not applicable for offered product in line with the amendment received from previous NIT No.: TPCODL / CCG / 23-24 / 030 .Kindly confirm the same.		Accepted