	Tata Power Northern Odisha Distribution Limited, Balasore									
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
1	Technical Specification for 11KV Pole mounted Auto Recloser & Sectionalizer	3 of 14	1	This specification covers the technical requirements of design, manufacture, test at manufacturer's works, packing & forwarding, supply and unloading at store/ site of 11 KV Pole mounted Auto Recloser and Sectionalizer complete with all accessories for efficient and trouble free operation.	This specification covers the technical requirements of design, manufacture, test at manufacturer's works, packing & forwarding, supply and unloading at store/ site of 11 KV Pole mounted Auto Recloser and Sectionalizer complete with all accessories for efficient and trouble free operation.	Unloading at TPNODL site or stores shall not be in suppliers scope.	Will be discuss in Technical Evalauation			
2			4.4.16	CT Accuracy : 1-630A – +0.5% 1kA-12kA - +2.5%	CT accuracy shall be 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 TPNODL requirement.	Specifications related to CT accuracy needs to be complied as mentioned in the tender document.			
3		4 of 14	4.4.17	Auxiliary VT ratio (For power supply to control panel) : 11000 /27.4 volts or 230 volts	Auxiliary VT ratio (For power supply to control panel): 11000/230 volts or 110 volts		The VT ratio (for power supply to control panel) required is 11000/230 V			
4		4 of 14	4.4.22	Operating sequence 0-0.5s-C0-10s-C0-10s-CO	Operating sequence shall be O-0.2s-CO-2s-CO-2s-CO	Intial tripping mentioned in operating sequance in specification i.e. 0.5sec is higher than normal outdoor breaker i.e. 0.3 sec. Hence request you to change it to 0.2 sec instead of 0.5 sec this will help TPDDL to have product tested with more strigent requirement. Also request TPDDL to verify that the said auto reclosing duty has been proven by the type test reports of the bidders.	ok			
5		4 of 14	4.17	For line voltage measurement and protection, the CVT (Capacitor Voltage transformers) shall be provided internally	For line voltage measurement and protection, the CVT (Capacitor Voltage transformers) or RVD (Resistive Voltage divider) shall be provided internally		CVT is required			
6		5 of 14	4.18.1	Following pushbuttons with indicating LEDs shall be provided for control purpose by the bidder: a. Open b. Trip c. Local/ Remote d. Reclose Blocked	Following pushbuttons with indicating LEDs shall be provided for control purpose by the bidder: a. Open b. Trip c. Local/ Remote d. Reelose Blocked e. Alternate Settings f. Ground Blocked g. Hot Line Tag	Since in Comapny make reclosers, relay is provided as a controller instead of fix electronic circuit (provided by other manufacuters) hence said controls can be easily accessed through navigation panel provided on the front side of the relay.	ok			

	Tata Power Northern Odisha Distribution Limited, Balasore									
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
7		5 of 14	4.18.4	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. Kilovars - 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* k. Load Outage	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		Power Factor Measurement is Required.			
8		6 of 14	4.18.6.b	Front Panel (FP) RS-232 port	The front port of the relay shall be RJ45.	Providing RJ 45 port on the front panel for communication will bring ease in operation of the recloser since normal LAN cable can also be used for connecting the relay to laptop/desktop.	ok			
9		6 of 14	4.18.6.h	For remote communication the Auto Recloser and Sectionalizer unit shall be provided with Router duly approved by Purchaser		Please provide list of approved makes.	Siemense, TCS, HCL, Aveva, Schneider Electric, Rockwell Automation, Emerson, Yokogawa			
10		6 of 14	4.18.7.a	A two line LCD display that constantly shows metered currents.	Large LCD shall be provided in controller/relay.	Large LCD display with user friendly with SLD configuration possibility will bring out more visibility & ease of operation than normal two line LCD display.	ok			
11		6 of 14	4.19		Since we are offering recloser instead of sectionaliser hence please consider all above clarifications of recloser for sectionaliser too.		ok			
11		7 of 14	5.1		We are offering recloser instead of sectionaliser too.		ok			
12		8 of 14	5.1.3.a	encapsulated sensors	Current sensing shall be provided through three encapsulated CT's		ok			
13		8 of 14	5.1.3.d	For line voltage measurement and protection, the CVT (Capacitor Voltage transformers) shall be provided internally	For line voltage measurement and protection, the CVT (Capacitor Voltage transformers) or RVD (Resistive Voltage divider) shall be provided internally		CVT is required			
14		9 of 14	5.4.a	The control cabinet shall include battery capable of providing 48 hours of operation upon loss of AC power. The control cabinet shall include battery capable of providing 48 hours of operation upon loss of AC power. During this 48-hour period, the battery shall be capable of providing up to 100 open and close operations.	The control cabinet shall include battery capable of providing 24 hours of operation upon loss of AC power.	No of operations which recloser can perform & back up power which battery can provide during loss of AC power, depends on various factors such as battery charge level during power loss, number of operations performed, usage of battery power etc hence same can not be confirmed.	ok			
15		10 of 14	7		All routine/type/acceptance tests shall be as per relevant IS/IEC only.		ok			
16		11 of 14	8	The bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards.	The bidder shall furnish the copies of type test reports for the tests as mentioned above as per the corresponding standards.	Instead of type test certificates, copies of type test reports shall be furnished.	ok			

				Tata Powe	r Northern Odisha Distribution	Limited, Balasore				
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
17		11 of 14	8	All the tests shall be conducted at CPRI / ERDA as per the relevant standards.	All the tests shall be conducted at CPRI / ERDA / internations laboratories as per the relevant standards.	Type test reports from certified international labs shall also be acceptable.	Acceptance of type test reports from international labs will be decided upon during the technical evaluation .			
18		11 of 14	8	Type test shall have been conducted in certified Test Laboratories during the period not exceeding 5 years from the date of opening the bid.	Type test shall have been conducted in certified Test Laboratories during the period not exceeding 10 years from the date of opening the bid.	As per the latest guidelines type test reports within ten years are acceptable. Moreover please note that we have not done any design related changes in the offered product since its type test hence we do not envisigage repeatation of said tests. Therefore request TPNODL to accept our type test reports which are more than 5 years old.	OK, type test reports not older than 10 years will be accepted only if bidder certifies that there has not been any major changes in their product.			
19		11 of 14		period of at least 12 months from the date of commissioning or 18 months from the date of last supplies made under the contract whichever is later,	12 Months from the date of commissioning or 18 months from the date of receipt at site, whichever is earlier.		The warranty period for this item is required to be 48 Months from the Date of Commissioning or 60 months from the date of delivery of final lot of supplies made, whichever is earlier.			
20		11 of 14	11		As per clause no 7.4, page no. 14 warrantee period mentioned is 18 month from the date of supply. Please specify exact warrantee period.		The warranty period for this item is required to be 48 Months from the Date of Commissioning or 60 months from the date of delivery of final lot of supplies made, whichever is earlier.			
21		4 of 14	4.17	STC Rating 12.5 kA for 3 sec	STC rating 12.5 kA for 1 sec	We confirm that the proposed equipment shall technically meet 12.5 kA/3 sec of short-time withstand current. In case of being awarded, we are willing to pefrom this test and submit accordingly.	Perform this test before delivery and submit the report if awrded.			
22				LA requirement		Please clarify whether we have to provide the LA for the device or it is not in our scope. If it is in our scope then what would be its specification	LA will be provided by BA, specs will be shared along with the response of the queries			
23				Modem		As modem would be required for the communication with SCADA, please clarfiy is it in our scope, if yes then is there any specific make required or we can use any make and what are the specification required	Specification already speak about router.			
24		4 of 14	4 Sr. No 14	minimum no. of load operations- 1000	For A/R- 10000 For S/R- 200	A/R : 10000 No. S/R(sectionalizer) : 200 No. (The Sectionalizer/LBS is normally designed and guided as per IEC 62271-103(latest version.) According to this standard, the highest class(E3 class) of equipment required for load operation is specified with 100 No. only. So, we don't see any reason to ask for 10,000 No. load load operation for the LBS/Sectionalizer.)	Minimum number of operations for A/R -10000 and Minimum number of operation for S/R-2000 required			
25		3 of 14	3 pt. 11	wind speed- 300 km/hr,200km/hr, 160 km/hr	144 km/hr	Our device can withstand the wind velocity of 144 km/hr which is also a very significant value, therfore requeting you to accept the same.	Need to meet the minimum requirement as per specification.			

				Tata Powe	er Northern Odisha Distribution	Limited, Balasore	
				Pre-Bid Quer	y Resonse NIT-022, 11kV Section	niser& Auto-recloser	
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks
26	Clause No -4.0 (serial No – 4.12) , Page No- 4 of 14			Operating mechanism : Magnetic Actuator	Autorecloser is magnetic actuator based mechanism, but sectionalizer operational mechanism is motor based.	A magnetic actuator based mechanism is required only in case of rapid auto-reclosing function. In a sectionaliser, auto-reclosing function is not required. Hence a motor drive	ok
27	Clause No - 5.1.1 (serial No – B – b.) , Page No- 7 of 14			Sectionalizer cabinet shall house maintenance free magnetic actuators	me coi arc rec	mechanism is suitable for sectionaliser. The concept is well proven and is being widely used around the world. Moreover, magnetic actuator requires a complicated power electronic circuit involving capacitors. This increases the cost of	ok
28	Clause No -4.0 (serial No – 4.13) , Page No- 4 of 14			Insulation material – HCEP or Equivalent	For Autorecloser insulation material is HCEP. But for Sectionalizer insulation material is Silicon rubber	Silicon rubber is a well proven outdoor worthy material and has worldwide acceptance. Silicon rubber is better than HCEP for horizontal bushing. Hence silicon rubber should be	ok
29	Clause No - 5.1.1 (serial No – B – b.) , Page No- 7 of 14			The material of insulating dielectric shall be HCEP Hydrophobic Cycloaliphatic Epoxy solid or equivalent with superior hydrophobic		acceptable as bushing material for sectionalizers. It has better weather resistance properties than HCEP bushing.	ok
30	Clause No -4.0 (serial No – 4.14) , Page No- 4 of 14			Minimum no. of rated load operations : 10000	For Autorecloser, minimum no. of rated load operations is 10000. But for sectionalizer, minimum no. of rated load operations is 5000 as per Sectionalizer IEC standard.	As per IEC 62271-103 (Clause No – 3.3.103.5) M2 class sectionalizer is suitable for 5000 mechanical operation. Supporting document is enclosed.	Minimum number of operations for A/R -10000 and Minimum number of operation for S/R-2000 required
31	Clause No - 5.1.1 (serial No - B - f.) , Page No- 8 of 14			The unit shall be designed for minimum 10000 mechanical operations on load.	s		Minimum number of operations for A/R -10000 and Minimum number of operation for S/R-2000 required
32	Clause No -			Autorecloser Type Test :	Type test reports are accepted before final material	We have completed major type tests which were	ok
33	7.1.1, Page No- 10 of 14			i) Insulation (delectric) tests ii) Switching tests iii) Making ourrent capability iv) Rated symmetrical interrupting current tests v) Minimum tripping current tests vi) Partial discharge (corona) tests vii) Radio influence voltage tests (RV) viii) Surge current test, series-trip Reclosers/FIs ix) Temperature rise test x) Tempe-current tests x) Mechanical duty test xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii) Control electronic elements surge withstand capability (SWC) tests xii Control electronic elements surge withstand capability (SWC) tests xii Control electronic elements surge withstand capability (SWC) tests xii Control electronic elements surge withstand capability (SWC) tests xii Control electronic elements surge withstand capability (SWC) tests xii Control electronic elements surge withstand capability (SWC) xii Control elements xii C	inspection	available from CPRI /ERDA for autorecloser as per relevant standards. But CPRI/ERDA has no facility to conduct few tests (like switching test, minimum current capability test, time-current test) as IEC 62271-111. Hence we are planning to perform from KERI, South Korea. We hereby confirm that we will conduct the pending type test as per IEC 62271-111 at free of cost before final material dispatch.	ok
34	Clause No -8, Page No- 11 of 14			All type tests shall be conducted at CPRI/ERDA as per relevant standards.			ok
35	Clause No -			Sectionalizer Type Test:	Type test reports are accepted before final material	We have completed all type tests which were	ok

				Tata Powe	r Northern Odisha Distribution I	Limited, Balasore				
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
36	7.2.1, Page No- 10&11 of 14			 i) With stand voltage tests ii) Continuous current tests iii) Switching tests iv) Short time withstand current tests v) Fault making current tests vi) Mechanical operation tests vii) Radio influence voltage tests viii) Operating duty tests ix) Partial discharge (corona) tests x) Minimum actuating current tests 	inspection	available from CPRI /ERDA for sectionalizer as per relevant standards. But CPRI/ERDA has no facility to conduct few tests (like switching test, fault making current test) as per IEC 62271-103. Hence we are performing from KERI, South Korea as per IEC 62271-103	ok			
37	Clause No -8, Page No- 11 of 14			All type tests shall be conducted at CPRI/ERDA as per relevant standards.			ok			
	1	1	1		Commercial Query Response					
1		6	1.1	It is included, loading, unloading transportation from OEM factory to TPNODL site/ Store.	It is included, loading, transportation from OEM factory to TPNODL site/Store.	Unloading at TPNODL site or stores shall not be in suppliers scope.	Bidder scope - Complete Design, Supply, loading, undloading transportation (from factory to TPNODL site) will be in bidder scope.			
2		7	1.7.3	The bidder should have successfully executed Order of AUTO-RECLOSER & SECTIONISERs for at least one of the reputed power utilities in India. Copy of Work Order / Completion Certificate to be submitted in this regard.	The bidder should have successfully executed Order of AUTO-RECLOSER & SECTIONISER's for at least one of the reputed power utilities in India. The overall value of said order shall be atleast 10% of the total value of current tender. Copy of Work Order / Completion Certificate to be submitted in this regard.	The experience shall not only be related to similer product but the supplier should also have knowledge & financial strength to execute orders of such volume.	As per tender only			
3		7	1.7.4	The bidder should procure equipment & services from the manufactuers approved/authorized by TPNODL.		TPNODL to furnish the list of their approved/authorized vendors list.	Discuss in Technical evaluation			
4		8	1.7.7	Indian companies in joint venture relationship with global OEM or authorized Indian channel partner/sales representative of global OEM are also eligible to bid if the qualification requirements stated above are met independently or in combination with the OEM.	Only OEM, Indian companies in JV with global OEM should be allowed to bid. In case of sales representative authorization letter / certificate from the OEM to be submitted along with bid.	Allowing authorized channel partner to bid will not ensure after sales service support to TPNODL since channel partners will not be able to carry out service activities and global OEM shall not have any liability since they have not quoted directly. Hence if TPNODL want to allow channel partners to bid then we recommend to ask OEM to submit performance BG.	As per tender only			
5		12	3.9	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.	The type tests specified in TPCODL 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.	As per the latest guidelines type test reports within ten years are acceptable. Moreover please note that we have not done any design related changes in the offered product since its type test hence we do not envisigage repeatation of said tests. Therefore request TPCODL to accpet our type test reports which are more than 5 years old.	Discuss in Technical evaluation			
6		13	4.6	Reverse Auctions	Reverse auction shall not be applicable	As per management guidelines we can not participate in reverse auction hence please consider L1 price during price bid opening as the winning price.	As per tender only			

				Tata Powe	er Northern Odisha Distribution	Limited, Balasore				
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
7		14	7.1	TPNODL reserves the right to extend this RC according to the performance, quality of the material for 06 Months.	TPNODL reserves the right to extend this RC according to the performance, quality of the material for 06 Months after confirmation from supplier/BA.	Rate contract shall be extended only after mutual agreement from both the parties.	As per tender only			
8		14	7.1	PBG applicable shall 5% of Rate Contract Value	PBG applicable shall 5% of order Value	PBG shall be submitted for released order value instead of entire rate contract value	PBG will be considered as 3% of Contract Value at all places in tender			
9		14	7.1 & 7.2	Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPNODL. In case BA does not get necessary approvals for issuance of CAT-A within mentioned timelines, then TPNODL reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD / PBG.	Within 15 working days of Rate Contract issuance by TPNODL, it is the responsibility of BA to submit drawings & GTP for getting manufacturing clearance and CAT-A issued from TPNODL. In- case BA does not get necessary approvals for- issuance of CAT-A within mentioned timelines, then TPNODL reserve the right to cancel issued- rate contract / release order and also reserve the right to forfeit EMD / PBG.	Getting drawings approved and issueance of manufacturing clearence is responsibility of BA as well as TPNODL hence both shall be held liable for their part of work.	Sucessful bidder shall submit the drawing within 7 days from date of issuance of RC. Further, bidder shall submit the clarification within 3 days from date of query raised by tehnical team-TPNODL regarding drawing approval. In case, there will be delay on account of these timelines on BA part, same shall be considered in total delivery period.			
10		14	7.1 & 7.3	Delivery period shall be 10-12 weeks from the approval of GTPs and drawings	Delivery period shall be 14-16 weeks from the approval of GTPs, drawings or release of manufacturing clearence, whichever is later.	Looking into the current situation of global supply chain (such as shortage of electronic components, delayed shipments etc) request you to kindly consider additional 4-6 weeks for delivery.	Delivery period shall be 12 weeks from date of issaunce of order. However, Bidders shall submit the drawing within 7 days as mentioned in above point.			
11	Annexure I : Schedult of Items	17	Note	The quantity mentioned above is for evaluation purpose only and may vary during the execution.	The quantity mentioned above is for evaluation purpose only and may vary ± 10 during the execution.	There should be cap on qty variation. Without the said limit it will be difficult to offer best prices.	RO shall be issued as per requirement.			
12	I; General conditio	27	3.9	Reverse Auctions	Reverse auction shall not be applicable	As per management guidelines we can not participate in reverse auction hence please consider L1 price during price bid opening as the winning price.	As per tender only			
13		28	5	& unloading & delivery at TPNODL stores/TPNODL site, 	Said clause shall be removed	Unloading at TPNODL site or stores shall not be in suppliers scope.	Discuss in Commercial evaluation			
14		30	8	5% of the RC value as per prevailing Govt. Orders however same can be change or enhanced in case of any change in Govt. direction.	5% of the RO value as per prevailing Govt. Orders however same can be change or enhanced in case of any change in Govt. direction.	PBG shall be submitted for released order value instead of entire rate contract value	PBG will be considered as 3% of Contract Value at all places in tender			
15		37	13.2	Period will be 48 Months from the Date of Commissioning or 60 months from the date of delivery of final lot of supplies made, whichever is earlier.	Please correct the said clause.	As per clause no 7.4, page no. 14 warrantee period mentioned is 18 month from the date of supply. Please specify exact warrantee period.	Warranty period -60 months shall be applicable from date of receipt of material by TPNODL in good condition			
16		38	13.3	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.	As per tender only			

	Tata Power Northern Odisha Distribution Limited, Balasore								
				Pre-Bid Quer	y Resonse NIT-022, 11kV Section	niser& Auto-recloser			
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks		
17		38		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.	It shall be firmed as per tender.		
18		39		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, TPNODL 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, TPNODL 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.	Not acceptable. It shall be firm as per tender. Any deviation against this clause; bid shall be liable for rejection		
19		39	14	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, TPDDL shall first exhaust the LD max limit before resorting to any other remedy available under the contract. 		Not acceptable. It shall be firm as per tender. Any deviation against this clause; bid shall be liable for rejection		
20		41	17	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPDDL will such rights as granted by Associate in intellectual property so developed.		Ok		
21		41	18	Indemnity	The Associate assumes responsibility for and shall indemnify and save harmless the TPDDL 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 TPDDL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligationsunder 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.		Not acceptable. It shall be firm as per tender. Any deviation against this clause; bid shall be liable for rejection		

	Tata Power Northern Odisha Distribution Limited, Balasore									
	Pre-Bid Query Resonse NIT-022, 11kV Sectioniser& Auto-recloser									
SN	Document Reference	Page Ref	Clause Ref	Requirement as per Tender	Ammendment Proposed	Justification	TPNODL Remarks			
22		42	19.1	Liability & limitations	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 Comapny 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.		Limitation of Liability shall be 100% of Contract value. Any deviation regarding this clause is not acceptable.			
23		42	20	FORCE MAJEURE	safety measures against covid, quarantine restrictions shall be force majeure events.		ok noted			
24		47	22.3	Termination for convenience of TPDDL	In case of termination for convenience of TPDDL, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.		Only executed part shall be paid by TPNODL. however, subject to reason of the same attributed to TPNODL part only.			
25		48	27.b	TPCODL shall be the principal holder of the policy	Bidder shall be principal holder of the policy	Since we have marine insurance policy hence policy holder shall be bidder only.	Can be clarified during technical evaluation			
26	General				Exclusion of Consequential Damages : Notwithstanding any other provision to the contrary, in no event shall Comapny, 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.		Not acceptable. It shall be firm as per tender. Any deviation against this clause; bid shall be liable for rejection			
27				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 Comapny 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.		Limitation of Liability shall be 100% of Contract value. Any deviation regarding this clause is not acceptable.			