

FORMAT F.1				
Format for Query / Clarification / Deviation (QCD)				
Tender No: NIT No.: TPNODL/OT/2022-23/22N28 Dt. 27.04.22				
Package Name: RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING & COMMISSION OF 11 kV IN-COMER/OUT-COMER/BUS COUPLERS /CR PANEL & OTHER ACCESSORIES IN TPNODL Area				
Note : The said format to be used only for any Pre-bid Query / Clarification/ Deviation on any of the Tender documents				
Sr. No.	Detailed Reference to concerned Document . Please specify Document No / Clause No / Page No	Description as per Bid Document	Query / Clarification / Deviation	TPNODL Response
1	2	3	4	5
	1.1 Scope of work / Page No.#5	A. Installation, testing and commissioning of switchgear and protection supplied.	We presume that followings are not in bidder scope.. a) Site Unloading b) Storing c) Watch & Ward d) Shifting of materials at site (from store to Installation area) e) Any civil or Structural work f) Base Frame / channel work g) Cable Laying & Termination h) Any CEIG /statutory approval. i) Supply of any Battery or Battery charger	SITC is in bidder scope excluding supply of cable and cable termination kit
	1.1 Scope of work / Page No.#5	B. Services for integration of switchgear & protection/IED with existing Substation Automation System (SCADA system).	a) The details of existing SCADA is required and scope here to be elaborate. b) Any communication cable supply , laying, connectivity generations are not considered in scope. c) Please inform if any Ethernet switch requirement will be there or not. d) Any Architecture if available / applicable , please share	a) Scope involves supply of intergable ICD file suitable for Existing SCADA system. Presently there is no RTU in this PSS.2) Yes. Except communication cable supply and laying not in scope 3)Ethernet switch is not required 4) no scada system in existing PSS
	1.1 Scope of work / Page No.#5	C. Interconnection/interfacing with existing SWGR. Removal of existing switchgear and shifting the same to scrap yard of the substation. (Scope to be finalized by bidder during pre-bid site visit)	The sub-station details are required for site visit. Substationwise existing switchboard details are required.	Okay
	1.7.6 /Page No.7	1.7.6 The bidder should procure material/equipment/services from the Manufacturers Approved /authorized by TPNODL.	Any make list is not received. The basic materials will be as per OEM (here bidder) design / quality requirement from OEM's registers vendor	Any reputed company which is approved over all Tata group of companies such as Siemens, ABB, Schnider, Bhel,toshiba,Merlin and gerin,stelmac,L and T
	1.8 / Page7	The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In	Request to allow us to share our comments & kind review.	Please Refer Commerical Response
	2.1 / Page 8	2.1 Price Variation Clause: The year wise prices as finalized shall remain firm during the entire contract period.	We propose for variable price considering RA month as base month and variation as per IEEMA guideline upto despatch month.	Please Refer Commerical Response
	h/Page 9	Acceptance of Annexure II-Scope of work and service level agreement	We do not receive any Annexure-II / SLA	will be shared
	3.3 / Page 10	The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply / work, breakup of price constituents.	Taxes / duties will be applicable as per rate during time of tax invoicing.	Please Refer Commerical Response
	3.9 / Page 11	3.9 Type Tests (if applicable) The type tests specified in TPNODL 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. The decision to accept/ reject such bids rests with TPNODL.	The type test report may be more than 5 or 10 years old as there is no design change. Further performing of any type test is not considered in scope.	As per technical bid
	4.6 / Page 12	4.6 Reverse Auctions	If Revers Aution will not happen, bidder to allow submit revised bid.	Please Refer Commerical Response

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	5 / Page 13	In case any BAs is found unsatisfactory during the Contract period, the award will be cancelled and TPNODL reserves the right to award other BAs who are found fit.	In any case of termination and/or project being scraped/ purged for whatever reasons, the Seller shall receive from Buyer the full payment with reasonable profit towards all the work performed, including but not limited to, certified or not; all payments due towards confirmed commitments with respect to costs of materials, goods and services ordered by the Seller.	Please Refer Commerical Response
	7.1 / Page 13	7.1 Special Conditions of Contract After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of 12 Months. Prices shall remain firm till validity of issued rate contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time. TPNODL reserves the right to extend this RC according to the performance, quality of the material for 6 Months.	We propose for variable price considering RA month as base month and variation as per IEEMA guideline upto despatch month.	Please Refer Commerical Response
	7.1 / Page 13	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.	The drawing will be submitted within 3 / 4 weeks from contract. The reviewing & releasing the approval over drawing is TPNODL to ensure within stipulated period. Any penalty for the same should not be applicable.	Need to comply as per bid document
	7.1 / Page 13	Delivery period shall be 12 weeks from the approval of GTPs and drawings. BA needs to submit drawings within 15 Days from award.	Delivefry period will be 24 weeks from final drawing approval. The drawing will be submitted with in 3 / 4 weeks from contract.	Need to comply as per bid document
	7.1 / Page 14	The manufacturer shall supply the following spares free of cost for each set of five circuit breaker as mentioned in Technical Specifications.	Any spare list is not recorded, hence will not be considered	BA has to give list of mandartory spares of total quantity 20% and need to be considered
	7.1 / Page 14	For set of 10 breakers, the manufacturer shall also supply one operating mechanism, free of cost.	The requirement is not clear when any one type breaker is less than 10 nos, pleas einform the requirement	per type of mechanism - o1 nos. free mechanism
	7.4/ Page 14	7.4 Warranty Period: Guarantee/Warranty Period of the supplied material shall be of 60Months from the date of supply	Please consider - " Warranty will be 48 Months from commissioning & 54 months from supply whichever will be earlier"	as per bid document
	7.5 / Page 14	7.5 Payment Terms	Please inform final payment term for this tender	contract will reply
	Note / Annexure I / Page 16	NOTE: The quantity mentioned above is for evaluation purpose only and may vary during the execution. Release Orders against this Rate Contract shall be issued by TPNODL as per actual requirement.	100% quantity shall be offerred during RC. Q+D78quantity shall not vary more than 5% of what is mentioned in BOQ.	as per bid document
	Doc No. ENG-HV-021 / Clause No. 1 / Page No. 2	This specification covers the design, manufacturing, testing, packing and supply of Medium Voltage Indoor Air Insulated drawout type switchgear panels upto 7.2kV, with Vacuum Circuit Breaker.	Understand that it is 11kV requirement	YES
	Doc No. ENG-HV-021 / Clause No. 1 / Page No. 2	These are the dimensions of our existing PSS for your reference	This point is not clear.	we will share existing panel drawing where retorfitting is required
	Doc No. ENG-HV-021 / Clause No. 3 / Page No. 3	3.0 Site Conditions : ii. Maximum daily average ambient temperature 40°C xi. Maximum Altitude above sea level 1200m	Design ambient : 40 Deg C Altitude above sea level less than equal 1000 meter (for design consideration)	for keonjhar its 1150 hence our altitude is 1200m
	Doc No. ENG-HV-021 / Clause No. 4 / Page No. 3 / 4	4.0 Enclosure and Mechanical Construction : 4.1 The switchgear shall be metal clad and shall be made of standard pre-fabricated cold rolled sheet steel units assembled (bolted) to form a rigid, free standing structure. The material used for sheet metal shall be CRCA – Grade D as per IS 513(From reputed manufacturers like Tata Steel, JSW, Essar Steel etc)	The basic switchgear enclouser will be Aluznic coated metal sheet, Front Door & Rear cover will be painted CRCA as per OEM's design guideline.	OKAY
	Doc No. ENG-HV-021 / Clause No. 4 / Page No. 4	The sheet metal shall be pre-treated using 7-Tank process and then epoxy powder coated with paint shade of RAL 7035. Thickness of paint shall be at least 80 micron average. The minimum sheet metal thickness for different parts of the panel shall be as follows :	The paint shade shall be RAL9003. Paint shade shall be with Single coat. Paint thickness shall be 50 to 80 Microns.	as per bid document
	Doc No. ENG-HV-021 / Clause No. 4.5 / Page No. 4	4.5 Mimic - Mechanical Mimic shall be provided on the front of the circuit breaker door	But it will be not onpanel front door.	as per bid document
	Doc No. ENG-HV-021 / Clause No. 4.7 / Page No. 4	In case of internal arc, the gases and pressure shall be released to the atmosphere through an arc absorber via pressure relief chamber.	Gas duct for Arc's Gas travelling will be provided as per OEM's design.	Okay

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	Doc No. ENG-HV-021 / Clause No. 4.9 / Page No. 4	4.9 All hardware shall be of zinc passivated with EHS compliance (CR-VI free), high quality, high tensile steel (Grade 8.8).	It will be as per OEM's design and quality requirement.	as per bid document, will be same evaluated during TER
	Doc No. ENG-HV-021 / Clause No. 4.10 / Page No. 4	Cable Compartment – Access to Cable compartment shall always be tool based. Solenoid based interlocking shall be provided which shall allow opening of rear cover only when main cables are dead and/or VCB is in test position.	It should not be applicable as necessary LED indication at front are available.	any alternative solution is acceptable which should prohibit entering into cable compartment after grounding through hard interlock.LED are prone to failure
	Doc No. ENG-HV-021 / Clause No. 5.4 / Page No. 6	5.4 Busbar shall be made of electrolytic Copper or Aluminium.	Aluminium to be considered for new Panel & Adopters.	NO. Only as per bid document
	Doc No. ENG-HV-021 / Clause No. 5.8 / Page No. 7	However, switchgear shall be type tested for dielectric of 12kV/28kV/75kVp without any insulation / shrouds on busbars.	It is type tested as per IEC guideline in line it will be supplied.	ok
	Doc No. ENG-HV-021 / Clause No. 6.1 / Page No. 7	6.1 The offered switchgear panel shall be with horizontal isolation and horizontal drawout vacuum circuit breaker. The circuit breaker shall be of cassette type design. Minimum 2 no. circuit breaker transport trolleys per width(for interchangeability) required	Circuit Breaker is floor rooling, mounted on individual truck. Separate Transport trolley will not be applicable.	yes
	Doc No. ENG-HV-021 / Clause No. 6.2 / Page No. 7	Breakers shall be provided with Tulip contacts which shall ensure solid engagement and less contact resistance.	It will be as per OEM's design in line with type tested design	as per bid document
	Doc No. ENG-HV-021 / Clause No. 6.3 / Page No. 7	6.3 The breaker shall have three distinct positions :	Isolate position is Test position location without connecting Aux Plug.	ok
	Doc No. ENG-HV-021 / Clause No. 6.6 / Page No. 8	6.6 Space heater shall be mounted as per design standards. Minimum rating of Space heaters shall be 100 watts.	Please accept 80W	PSS are going to locate in extreme humid conditoin ,chances of Molsture ingress is high.hence 100W is minimum
	Doc No. ENG-HV-021 / Clause No. 6.7 / Page No. 8	a) Tripping time shall be less than 75ms. b) Closing time shall be less than 60 ms.	Tripping / Closing time will be within 3 cycles. Watt consumption will be as per OEM's design. Please accept	Tripping time should be less than Closing time. Trip time 50ms and close time 60ms-70ms
	Doc No. ENG-HV-021 / Clause No. 6.7 / Page No. 8	d) Inbuilt Anti pumping device.	It will be achive via separate contactor at Instrument chamber	Not acceptable. Antipumping Device should be internal
	Doc No. ENG-HV-021 / Clause No. 6.7 / Page No. 8	h) Breaker status auxiliary Switch having 11 NO + 11 NC contacts	It will be as per OEM design and further additional NO/NC will be achived via contact multiplication using control relay	OEM has to meet bid document
	Doc No. ENG-HV-021 / Clause No. 6.11 / Page No. 9	When earthing trucks are provided for cable and bus earthing, same	Please inform Earthing truck requirement & qty	acceptable
	Doc No. ENG-HV-021 / Clause No. 12.5 / Page No. 17	12.5 Cable earthing truck and Bus earthing truck shall be provided for cable earthing and bus earthing respectively		per switchgear 1 nos.
	Doc No. ENG-HV-021 / Clause No. 7.7 / Page No. 10	7.7 Wherever applicable, cable compartment shall be suitable for mounting the Surge arrestors, Core balance current transformers, Capacitive Voltage detection.	Please inform the requirement of Surge arrestors, Core balance current transformers, Capacitive Voltage detection .. Panel type wise	Per phase wise per bay
	Doc No. ENG-HV-021 / Clause No. 7.11 / Page No. 10	7.11 Maximum 3 runs x 3 core x 400sqmm cable arrangement shall be possible in standard panel depth.	Please inform cable run termination provision requirement for each type of Panel	1 spare
	Doc No. ENG-HV-021 / Clause No. 8.1 / Page No. 11	g) Primary rating of current transformer shall be as per attached SLD.	We do not find SLD. Pleas einform CT rating for each type of Panel	11KV 800-4--200/1-1-1
	Doc No. ENG-HV-021 / Clause No. 8.2 / Page No. 11	j) Both Line PT and Bus PT shall be drawout type. k) Line Potential transformer : Line PT shall be provided in separate compartment below breaker compartment.	Please accept .. Line PT at Breaker truck itself. Pleas einform Bus-PT & Line PT requirement	its is BOM.Breaker truck as Line pT is accepted
	Doc No. ENG-HV-021 / Clause No. 9.10 / Page No. 13	9.10 External Labels to identify equipment or devices shall be manufactured from two ply laminate with black letters engraved on white background. They shall be fitted to door using rivets.	Rating / Name Plate will be as per OEM design in line w	accpeted as per IS requirement
	Doc No. ENG-HV-021 / Clause No. 13.5 / Page No. 17	13.5 Name plates shall be suitably embossed with" PO no. with date", "PROPERTY OF TPNODL" & "CODE NUMBER"		13.5 compulosry
	Doc No. ENG-HV-021 / Clause No. 14.2 / Page No. 18	14.2 Following Specification of Powder Coating required : a) Colour – RAL 7035 b) Powder type – Epoxy – Polyester Resin based c) Thickness – Minimum 80 Micron average	The paint shade shall be RAL9003. Paint shade shall be with Single coat. Paint thickness shall be 50 to 80 Microns.	as per bid document
	Doc No. ENG-HV-021 / Clause No. 15 / Page No. 18	15.0 Packing : 15.1 Packing of panels shall be done using Tri wall packing. Same shall be Sea worthy packing. 15.2 Packing shall be suitable for indoor conditions and shall ensure protection against moisture, rain, dust, prevention from rusting/corrosion of components.	Being domestic y road supply, sea worthy packing should not be applicable, please allow standard domestic packing of OEM. Purchaser should be stored proper dry & clean storage which should be free from moisture, rain, dust,	Need to comply as per bid document
	Doc No. ENG-HV-021 / Clause No. 16 / Page No. 18	16.0 Dimensions : 16.1 Standard Depth of the panel shall be limited to 1500mm.	It will be as per OEM's type tested design	OK

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	Doc No. ENG-HV-021 / Clause No. 18 / Page No. 19	Type test report earlier than 10 years from the date of tender opening shall not be acceptable.	It may be more than 10 years as there is not design change	Need to comply as per bid document
	Doc No. ENG-HV-021 / Clause No. 22 / Page No. 21	Purchaser will be at liberty to get it replaced/rectified at Bidder's risks and costs and recover all such expenses plus the Purchaser's own charges (@ 20% of expenses incurred), from the Bidder or from the " Security cum Performance Deposit" as the case may be. 2. 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 rectification at site is not possible then alternative arrangement (replacement) to be made by BA within 15 days of intimation of failure. The SLA shall be as per attached.	It is subject to nature & type of defect, further handling / operating of equipment as per OEM guideline. Hence any penalty will be subject to review & written acceptance of Bidder / Supplier.	Need to comply as per bid document
	Doc No. ENG-HV-021 / Clause No. 25 / Page No. 22	3. The first time supplies (new bidder or new models or change of design from previous supplies) shall be applicable for prototype inspection after CAT-B drawing approval before mass manufacturing. In prototype manufacturing bidder have to make one or two sample Switchgear for inspection after CAT-B approval of drawings.	Whether any roto type inspection is involved here	No Prototype inspection will be entertained
	Doc No. ENG-HV-021 / Clause No. 26 / Page No. 22	Bidder shall give an assurance that spare parts and consumable items will continue to be available through the life of the equipment which shall be 25 years minimum. However, the TPNODL shall be intimated with a minimum of 12 month notice in the event that the Bidder or any sub-vendor plans to discontinue manufacturing of any component used in this equipment.	OEM reserves the right to discontinue the supply / production of components for specific offered model in future as per company's business policy. Hence 25 years availability could not be commented now. Hence this clause to be updated.	OEM should provide Support for minimum 25 years
		Specification of 33kV Cable Specification of Heat Shrinkable Joint and Termination for 11 kV Power Cable	Understand any 11kV & 33kV Cables, Joint, Terminations are not in scope.	Supply of cable along with its termination will be in TPNODLs' scope
		Standard Query	Existing Panel details (model/ busbar rating, type etc) for Adaptor panel requirement will be required	Will be shared
		Standard Query	Any minor works like earthing connection, control cable termination, AC DC supply extension etc are not part of scope	It is a turnkey project. All cable termination will be in bidder's scope except civil works.
		Standard Query	Any requirement of top cable entry or connection thru bus duct.	Yes
		Standard Query	The requirement if any and length of FO cable / Cat-6 Cable if required	1000m approx it will be on lumpsum basis
		Standard Query	Whether for iFAT if require, RTU shall be provided by TPNODL, thru remote access.	In that case BA has to supply any reputed company make RTU which is approve over all Tata group of companies.
		Standard Query	How many ports shall of RJ45 and FO are required in ethernet switch.?	Ethernet switch is not required
		Standard Query	Whether PD sensors are required in Cable chamber.	No
		Standard Query	Control panel shall be mounted on the top of the panel and we understood that there is no requirement of separate CRP with any panel - Please confirm.	Separate control panel is required
		Standard Query	Suitable access for movement of panels from Grid main gate to the place of installation shall be in TPNODL's scope.	ok
		Standard Query	Kindly confirm the surge arrestor class	Station class is required
		Standard Query	we have not considered any indication for cable or line charge in the panel	BA has to supply indication for cable or line charge
		Standard Query	We are not envisaged our asset monitoring system & algorithm for any new or any other panels.	
		Standard Query	Please share feederwise bill of material requirement if any	

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	21.1 GCC	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.	Our bid is subject to acceptance of clause: 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. ok	
	15.0 GCC	15.0 LIQUIDATED DAMAGES Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPNODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPNODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. 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. In case of LD deduction, a GST invoice shall be issued by TPNODL as a proof of deduction/ recovery.	Our bid is subject to acceptance of following: 1. LD shall only be levied on individual PO value. 2. LD shall be levied on supply and services portion separately as coming into force for service portion is after site clearance by TPNODL. 3. Deduction of LD from any other contract is not acceptable	Please Refer Commerical Response
	13 GCC	MDCC	Request for acceptance of following: MDCC shall be issued by TPNODL in 2 days of inspection. In case material is withheld or delivery is not taken by Customer, SEIL shall have the right to recover Storage charges @ 1% per month for inventory carrying cost until delivery is taken by TPNODL plus all costs incurred by Associate. After 7 days in delay in issuing MDCC, the Associate shall have the right to dispatch the material and warranty shall kick start from the date of inspection date	Please Refer Commerical Response
	4.2 GCC	Associates shall undertake to fully indemnify TPNODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPNODL, arising due to reasons attributable to any, act, omission or negligence of the Associate the Associates, for the entire period of contract including period of guarantee.	Associates shall undertake to fully indemnify TPNODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPNODL, arising due to reasons attributable to any, act, omission or negligence of the Associate the Associates, for the entire period of contract including period of guarantee. ok	
	14.3 GCC	If Associate fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, TPNODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPNODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be. If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, 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.	Clause is not acceptable and bid is submitted accordingly. Moreover, we shall offer warranty instead fo guarantee	Please Refer Commerical Response
	14.6 GCC	Latent Defects	Latent defect shall apply only in case of design defect and not for manufacturing defect;	Please Refer Commerical Response

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	20.0 GCC	<p>The Associate shall at all times indemnify, keep indemnified and hold harmless the TPNODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPNODL is held liable for by any court judgement. In this connection, the TPNODL shall pass on all claims made against him to the Associate for settlement.</p> <p>The Associate assumes responsibility for and shall indemnify and save harmless the TPNODL 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 TPNODL 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. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPNODL.</p> <p>The TPNODL shall not be held responsible for any accident or damages incurred or claims arising, due to the Associate's error there from prior to completion of work. The Associate shall be liable for such accidents and after completion of work for such accidents as the case may be due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.</p>	<p>Our bid is subject to acceptance of following indemnity clause instead of what is mentioned in TPNODL GCC.</p> <p>The Seller will defend, indemnify, and hold harmless Buyer as to any rightful claim that Buyer's use or sale of Products infringes an Indian patent or copyright, provided that the Buyer gives the Seller prompt written notice of the claim, allows the Seller to have sole control of the defense or settlement thereof, and cooperates fully with the Seller's defense or settlement. In the defense or settlement of a claim, or if use of the Products is enjoined, the Seller may, at its expense and option: (a) procure for the Buyer the right to continue using the Products; (b) replace or modify the Products so they become non-infringing; or if neither of these is practical, (c) grant Buyer a credit for the Products as depreciated and accept return of any goods. Depreciation shall be an equal yearly amount over the lifetime of the Products, as established by the Seller.</p> <p>The Seller will not be liable to the Buyer for any claim that is based upon: (i) use of the Products in modified form or in a manner for which they were not designed; (ii) use of the Products in combination with goods or services not provided by the Seller; (iii) use of the Products in practicing any process; or (iv) furnishing to the Buyer of any information, service or applications assistance. In no event shall the Seller's</p>	Please Refer Commerical Response
	22 GCC	Force Majeure	Epidemic, Pandemic, change in laws to be added as FM events	ok
	23.1 & 23.3 GCC	Suspension of contract by TPNODL	Suspension by Owner can be accepted only upon payment of work completed till the date and payment of all costs incurred or committed or have to incur; Suspension to have longstop date in aggregate of 60 days, post which Associate to have right of termination with entitlement to payment of all work completed, all costs committed, 10% of the Contract Value as termination fee and reasonable profit on terminated works	Please Refer Commerical Response
	Additional Clause	Suspension rights for vendor.	Schneider Electric will have the right to terminate/suspend this agreement by giving 30 days notice in writing. If contract is terminated or suspended beyond mutually agreed timelines, vendor shall receive from PURCHASER the full payment towards all the work performed. The Vendor shall also be entitled for payment with reasonable profit by PURCHASER on the part of the terminated works; payment of a sum representing 10% of the contract price as a termination fee. In addition, the Vendor shall have all other rights and remedies to which it is entitled under this Contract and/or at law".	Please Refer Commerical Response
	24.1 GCC	Termination of contract by TPNODL	Our bid is subject to acceptance of following: Termination of contract without assigning any reason cannot be agreed unless TPNODL agrees to pay payment of all work completed, all costs committed/incurred, 10% of the Contract Value as termination fee and reasonable profit on terminated works	Please Refer Commerical Response

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	Additional clause	Termination rights for vendor	<p>Termination by the Seller</p> <p>The Seller can terminate/ cancel the Contract with prior written notice of 30 days to the Buyer for any of the following reasons:-</p> <p>a) Insolvency, receivership or bankruptcy proceedings are commenced by or against the Buyer;</p> <p>b) Seller's payment are withheld /suspended beyond reasonable time limit;</p> <p>c) Buyer fails to fulfill its contractual obligations</p> <p>d) Any material breach or representations or warranties made was false or intentionally misleading when made.</p> <p>e) Buyer assigns or transfers the Contract or any right or interest herein other than in accordance with the Contract.</p> <p>f) Persistently fails to timely comply its obligations including approval/ certifications of drawings documents, measurements or other inputs.</p> <p>g) The occurrence of Force Majeure event continues for 3 months or above.</p> <p>h) Buyer fails to take delivery of material due to whatever reasons for more than 3 months.</p> <p>i) Repetitive suspension of work due to reasons attributable to Buyer.</p> <p>j) A change in Law of any Government Authority, where performance of contractual obligations are not feasible or possible.</p> <p>k) Buyer fails to provide encumbrances free land for</p>	Please Refer Commerical Response
	24.1 GCC	In case Tata Power DDL exercises its right of termination as stated above the associate shall not dispute or object to the same."	Termination of contract without assigning any reason cannot be agreed unless TPNODL agrees to pay payment of all work completed, all costs committed/incurred, 10% of the Contract Value as termination fee and reasonable profit on terminated works. We have submitted our bid accordingly	Please Refer Commerical Response
	24.3 GCC	TPNODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPNODL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.	Termination of contract without assigning any reason cannot be agreed unless TPNODL agrees to pay payment of all work completed, all costs committed/incurred, 10% of the Contract Value as termination fee and reasonable profit on terminated works. We have submitted our bid accordingly.	Please Refer Commerical Response

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	Additonal clause	Export Compliance Clause	<p>Our bid is subject to acceptance of following: The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.</p> <p>Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical</p>	Please Refer Commerical Response
	Additional Clause	COVID-19 Disclaimer	<p>Our bid is subject to acceptance of following: Notwithstanding any provision to the contrary, the Buyer agrees to accept the Contract on the basis that any stoppage, hindrance, delay or inability to perform arising from or due to the current Covid-19 epidemic or events subsequent (including but not limited to changes in laws, regulations, by-laws, quarantine and movement controls or restrictions) will be considered an excusable delay by the Seller without any consequence or any liability including, without limitation, delay penalties, liquidated or other damages or termination for default.</p>	Please Refer Commerical Response
	Additional Clause		The Products or services sold by Associate under this Contract will not be used in connection with any nuclear facility or activity. Associate disclaims all liability for any such nuclear use by TPNODL.	Please Refer Commerical Response
	Additional Clause	Extension of time	TPNODL will provide the time extension and cost pertaining to such delay (if delay is attributed to Tata Power DDL). The delay analysis shall be certified by Engineer-In-charge of TPNODL. If delay will be on bidder account the time extension will not be applicable	if it is from TPNODL's side regarding outage issue, BA man power issue then only it will be taken into account.
	5.3 GCC	<p>Changes in statutory tax structure - For execution of contracts beyond contract execution time, where the delay is not attributable to TPNODL no upward revision in tax /duties shall be considered irrespective of changes in the statutory tax structure either within the contract execution time or beyond. However, in such cases, benefits due to any downward revisions in statutory tax rates shall be passed on to TPNODL.</p>	This clause is not acceptable and bis is submitted accordingly. Supply and services shall be billed as per tax structure prevalent at time of invoicing.	Please Refer Commerical Response
	Addiitonal clause		Separate PO's to be released for supply and services portion. Our bid is submitted accordingly.	It is a composite PO for both serv ice and supply.

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	Additional Clause		Our bid is subjected to acceptance of the following: TPNODL shall not release PO for carrying out work in more than 4 sites at the same time.	ok
	16.0 GCC	Assignment OR sub-contracting:	Services of reliable sub-contractor shall be utilised as lot of site work under scope of work.	ok
	4.9 GCC	Rights of TPNODL to vary the scope of work.	Prices are worked out assuming 100% quantity shall be offered during RC. Our bid is subject to acceptance that quantity shall not vary more than 5% of what is mentioned in BOQ.	Please Refer Commerical Response
	BG Format	BG Format	BG format will be finalised incorporating comments of bidder / supplier's bank also.	Please Refer Commerical Response