

TPCODL PROCUREMENT Response to Pre-Bid Queries

Date- 23-12-2024

Tender no. - TPCODL/ P&S/ 1000001510/ 2024-25

"Open Tender for Rate Contract for supply of Design- Engg, Manufacture and Supply of 630 KVA Compact Substation"

S No	Page No.	Tender Clause	Content of the Clause	Bidder Query	TPCODL Reply
1	29 of 194	1. SCOPE	"1. SCOPE This specification covers the technical requirements of design, manufacture, testing at manufacturer's works, packing, forwarding, supply and unloading at store/site and performance of Package type substation comprising an enclosure containing high voltage switchgear, transformer and low voltage switchgear."	"Supply of 11kV CSS shall be as per Clarifications / Deviations listed below and enclosed Scope of Supply (BOQ/BOM). CSS Unloading, Installation, Erection, Testing and Commissioning is not in our scope. However, we will depute our engineer at site for supervision activities of ETC on chargeable basis, if needed Supervision charges will be furnished separately. External Cables, lugs and cable glands, Earthing & plinth are not considered in our scope."	Shall be as per tender
2	29 of 194	2. APPLICABLE STANDARDS	2.0 APPLICABLE STANDARDS IEC 62271-202-2006- HV switchgear and control gear- HV/LV Pre-fabricated Substation IEC 62271-200-2003- HV switchgear and control gear-AC Metal Enclosed 52kV IEC 60694-1996- IEC 62271-102-2003- HV switchgear and control gear- Alternating current disconnections and earthing switches IEC 60265-1-1998- Short Circuit Standards IEC 60529-1989- Degrees of protection provided by enclosures (IP Code) IEC 62262-2002- Degrees of protection provided by enclosures for electrical equipment IEC 60947-2007/ IS 13947-1993- Low voltage switchgear and control gear IEC 60439-1-1999- Low-voltage switchgear and control gear assemblies- Type tested and partially type tested assemblies IEC 60255-3-1989- Electrical relays - Part 3: Single input energizing quantity Measuring relays with dependent or independent time IEC 60044-1-1996 / IS 2705-1992- Current Transformers IEC 60044-2-1997 / IS 3156-1992- Voltage Transformers IEC 60376-2005- High-voltage prefabricated switchgear and control gear Voltage presence indicating systems IS 2629-1985- Tests for uniformity of zinc coating IS 1180- 2014- Oil immersed distribution transformer upto and including 2500 kVA	"Our CSS refers following standard, we are not confirming any other standard, IEC 62271 – 200 -A.C. metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV IEC 62271-1 -Common clauses for high-voltage switchgear and control gear standards IEC 62271-202- High Voltage / Low Voltage prefabricated substation IEC 62271 -100- High-voltage alternating current circuit-breakers IEC 60071 – 1 - Insulation co-ordination for equipment in three-phase systems above 1 kV IEC 60529 - Degree of protection provided by enclosures (IP-code) IEC 62271 – 102- Alternating current disconnectors (isolators) and earthing switches IEC 60282 – 1 Current limiting fuses IEC 61243-5 - Working under voltage - Voltage detectors – Part 5: Voltage detection systems IEC 60044 -1 Current transformer IEC 60044 -2 Voltage transformers IEC 62265 –2 : 1988 H.V. Switches (Load Breaker Switch) IS11171- for Dry type transformer "	Reference standards should be covers all equipments of CSS. So Bidder to comply all the standards as per specification
3	30 of 194	3. CLIMATIC CONDITIONS OF THE INSTALLATION:	1 Maximum ambient temperature 50 deg C	Derating shall be applicable 630A @ 40Deg // 600 @ 45DegC // 565A @ 50Deg C	Shall be as per tender specification

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4	31 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	8 Degree of protection Transformer Compartment:- IP34 HV Compartment:- IP54 LV Compartment:-IP54	We are offering degree of protection : IP54 for HT & LT Switchgear enclosure IP23 for Transformer compartment	Noted
	37 of 194	5.1 OUTDOOR ENCLOSURE	iv) Degree of Protection for the HV compartment, Transformer compartment and LV compartment shall be IP54, IP34 and IP54 in accordance with IEC recommendation.		
5	31 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	10 Maximum permissible temp. for any accessible part of the enclosure - maximum permissible temperature shall not exceed 70°C at an average ambient temperature of 40°C	We are offering class K10 Enclosure. Oil type Transformer having Permissible temperature rise over ambient temp is as below: i) top oil measured by thermometer -40 Deg.C ii)winding measured by resistance -45 Deg.C	Noted
6	31 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	11 Minimum thickness of sheet a) Sides 2mm b) Base & Top 4mm & 3MM	Our offering shall be in line with our Type tested design of CSS. Wherein, we have offered Outdoor 2mm thick GI sheet enclosure for the load bearing members mounted on PU Painted ISMC channel base frame 100x50x4mm and without heat dissipation. LV enclosure will be CRCA .	Shall be as per tender specification/Type Tested Design
7	37 of 194	5.1 OUTDOOR ENCLOSURE	i) The enclosure shall be made of minimum thick MS sheet steel at sides should be 2MM with a base of 4 mm (min.) & Top 3MM, tropicalized to meet Indian weather conditions. The base of the enclosure shall ensure rigidity for easy transport and installation.		
8	31 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	15 Paint PENTON E2727C	We are offering our standard product paint shade as per below. Paint shade: Pure Polyester Powder coated RAL 7032 for CSS except roof ; RAL 5021 for roof.	Paint PENTON E2727C /RAL 7032
9	38 of 194	5.1 OUTDOOR ENCLOSURE	ix) PAINT:		
10	32 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	25 Degree of protection for RMU - IP 67 for the tank and IP2X for the front cover /mimic board. The RMU metal parts shall be greater than 2.0mm thickness high tensile steel which must be shot blasted, spray galvanized with minimum thickness of 30 micron and subsequently powder coated. The overall paint thickness shall be not less than 70 microns	Our offered Enclosure for RMU with Degree of protection : IP3X with 2MM Sheet Thickness Paint: RAL 7032 Thickness: 100 microns +/- 25 Micron Standard	IP 3X is acceptable for enclosure but tank & others shall be tender specification/better
11	Page 32 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	B. FOR RMU 29. Paint : RAL 7032	RMU paint shall be RAL7035 instead of RAL 7032	RAL 7032/RAL 7035

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12	33 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	34 Doors and Cable covers - Design of RMU shall be tamper & arc proof. Anti- vandal screws shall be provided. Cable covers shall be pad lockable. All live parts / test bushing etc shall be covered with antitheft covers. Hinged doors shall be provided with riveted hinges only such that they are not visible from outside and hence not removable	Shall be offered as per Siemens standard design.	Shall be as per tender specification
13	33 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	38 Make of Relay - Suitable numerical relay with necessary elements or any other as per Purchaser's approval (Make-as per TPCODL/TPSODL/TPNODL/TPWODL RMU specification)	Please share approved make list of TPCODL/TPSODL/TPNODL/TPWODL.	As per tender specification
14	35 of 194	4. GENERAL TECHNICAL REQUIREMENTS:	5 Rated voltage LV 433 V (Ph-Ph) -250V (Ph-N)	We are not considering double tapping in LV Side, however we confirm Ph-Ph 433V & Ph to N voltage we will check with vendor and will confirm.	Shall be as per tender specification
15	37 of 194	5.1 OUTDOOR ENCLOSURE	iv) There shall be no bolting arrangement on the doors and sides (periphery) so as to avoid access of dust and water inside.	Trafo compartment shall have Bolted Covers . Padlocking arrangement shall be provided, however the Lock shall be in scope of customer.	Shall be as per tender specification
16	38 of 194	5.1 OUTDOOR ENCLOSURE	v) The doors shall be Pad locked and/or lock protected to ensure theft prone locking arrangement.		
17	Page 37 of 194	5.1 OUTDOOR ENCLOSURE	i) The enclosure shall be made of minimum thick MS sheet steel at sides should be 2MM with a base of 4 mm (min.) & Top 3MM,	Outdoor type enclosure having construction of Galvanised Sheet Steel having 2mm thickness for Non-load bearing & 2 mm for Load bearing partition sheets & Door with HRCA 4 mm base frame and Top of enclosure shall be 1.5mm as per our type tested product design. And we can provide upto 2mm.	Shall be as per tender specification/Type Tested Design
18	38 of 194	5.1 OUTDOOR ENCLOSURE	x) GALVANIZATION	GI sheet shall be used as per our Product standard design. GI 275	Shall be as per tender specification
19	Page 42 of 194	5.2.9 PAINT	RMU shall be painted with PENTON E2727C.	RMU paint shall be RAL7035 instead of PENTON E2727C.	Paint PENTON E2727C /RAL 7032
20	43 of 194	5.2.10 FAULT PASSAGE INDICATORS	iii) The breaker & LBS should have minimum spare (exclusively for TPCODL/TPSODL/TPNODL/TPWODL use) 4 NO+ 4 NC auxiliary contacts.	Shall be offered Product standard Design.We are not offering non standard in our Scope.	Shall be as per tender specification
21	43 of 194		5.3 DISTRIBUTION TRANSFORMER	Shall be offered as per Transformer Vendors standard design.	Shall be as per tender specification

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22	Page 52 of 194	5.4 LV COMPARTMENT	The Framework shall be covered from the front with GI sheet of thickness not less than 2 mm.	Framework of the LT panel shall be fabricated using CRCA sheet steel using 1.5/2mm thickness , instead of GI sheet of overall 2mm thickness.	Shall be as per tender specification
23	Page 55 of 194	7.1 ACCEPTANCE TESTS	iv) Temperature Rise test v) Internal Arc withstand test vi) Short-time and peak withstand currents	This are part of type test, hence ABB shall not conduct any repetition of type test even on chargeable basis.	Noted. Bidder to submit the valid type test reports during technical bid as per tender specification
24	56 of 194	8. TYPE TEST CERTIFICATES:	7.3 TYPE TESTS 8. TYPE TEST CERTIFICATES: Type tests should have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/ TPSODL/ TPNODL/ TPWODL.	The offered Product is completely type tested as per standard IEC 62271-200. Available Type test reports will be provided during drawing approval. CSS Type test are beyond 5 years. Transformer available Type test shall furnished (equal or higher rating or conventional transformer type test) CSS Type test Summary attached for your reference. No fresh Type tests will be provided.	Complete Type Test Reports for as per tender specification shall be submitted along with technical bid.
25	Page 56 of 194	7.3 TYPE TESTS	viii) EMC compatibility tests	Type test report of EMC compatibility test is not conducted, since it is not mandatory as per IEC 62271-202	Shall be as per tender specification/IEC 62271
26	Page 56 of 194	8. TYPE TEST CERTIFICATES:	The Bidder shall furnish the type test certificates of the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI/ERDA/Other Govt. Labs as per the relevant IS/IEC. Type tests should have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/TPSODL/TPNODL/TPWODL	ABB make Compact Substation with Compact Switchgear is type tested as per IEC 62271-202 and IEC62271-200 respectively, during period of Year2015-2016. We hereby declared that, there is no design change in the offered CSS as per type tested design. As per recent guidelines from Ministry of Power, Central Electricity Authority (CEA) clause no. 2.h.xii – LV & MV Switchgear type test validity is for 5Years. Further, IEC committee has introduced IEC 62271-307 which governs the extension of applicable type test reports. Clause 5 of IEC 62271-307 provides guidance for the extension of validity of type tests of AC metal and solid-insulation enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV. Hence offered CSS is without change in basic design/ Manufacturing process/Technology/ Mechanical Construction/Functionalities of the equipments/performance characteristic and will supply the equipments from same manufacturing works, where sample unit was manufactured, and type tested as per relevant IEC. In case of any revision in IEC standards/ Change in product design, further actions shall be discussed mutually and agreed upon.	Noted. However, Bidder should submit complete type test reports of enclosure as per tender specification with Undertaking in the letterhead that there is no design change in the offered CSS as per type tested design. For all other equipments valid type test reports must be submitted along with technical bid

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27	58 of 194	17.0 SPARES, ACCESSORIES, AND TOOLS		We have not considered spares, accessories & tools for any equipment.	Bidder shall provide a list of recommended spares with quantity
28			General point	Offered RMU is 12KV, Indoor, Non Extensible, RMU (as per BOQ/BOM) with bottom explosion (for internal arc fault).	Shall be as per type tested design
29			General point	HT Cable Termination Kit (For incoming cable feeder) is not in our scope. However interconnection from VCB to Transformer is considered in our scope. (Applicable only for CSS)	Noted
30			General point	We shall carry out Routine Test as per our Quality Assurance Plan (QAP). QAP shall furnished at the time of detailed engineering drawing.	Shall be as per tender specification
31			General point	Available Type test reports will be provided. <u>No fresh Type tests will be provided.</u>	Shall be as per tender specification
32			General point	We shall provide warranty of 36 months from the date of commissioning or 48 months from date the date of supply, <u>whichever is earlier.</u>	Shall be as per tender specification
33			General point	Civil work is not in the scope of Siemens and quoted prices are exclusive of civil work. However, if required, CSS Civil foundation <u>drawing shall be provided by us.</u>	Noted
34			General point	We are proposed following list make as below for in our CSS RMU - Siemens Oil Type Transformer - 630kVA (Powerstar/Nucon/PVJ/Eq.) LV Switchgear - L&T/C&S/Siemens/ABB/Eq. (ACB, LV product) All other Product - from Siemens approved vendor.	Type Test Reports to be submitted during technical bids for CSS, RMU, Transformer & LV Switchgear
35			General point	Boughtout makes shall be finalized by Siemens, out of the makes proposed in the BOQ	RMU, Transformer & LV Switchgear - Type Tested Design Termination Kit - 3M, Raychem Relay & FPI - As per specification ACB - ABB, Siemens, Schneider, L&T MCCB & MCB - ABB, Siemens, Schneider, L&T
36		Makes of the component	TPCODL approved makes	We have not received any make list from TPCODL in tender specs. Hence offering most of the makes as per ABB approved vendors.	Termination Kit - 3M, Raychem Relay & FPI - As per specification ACB - ABB, Siemens, Schneider, L&T MCCB & MCB - ABB, Siemens, Schneider, L&T
37	10 of 194	3.5 Period of Validity of Bids	Bids shall remain valid for 180 days from the due date of submission of the bid.	Bids shall remain valid for 60 days from the due date of submission of the bid.	Shall be as per tender specification

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38			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.	Our scope is limited to Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading store locations.	Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading at store locations.
39			Delivery period shall be 120 days from date of issuance of RO/ CAT- A approval, whichever is later.	Delivery period shall be 120 days from date of issuance of RO/ CAT- A approval, whichever is later.	Shall be as per tender specification
40			GENERAL CONDITIONS OF CONTRACT SUPPLY ORDERS	GCC shall be as per agreed commercial closure vide Tender No. TPCODL/CCG/23-24/030 & subsequent RC No. 4600001529	Deviation of GCC are as per Annexure- A enclosed here after. All other Terms and Conditions shall be as per SCC and GCC as mentioned in Tender document.
42			<u>Integrity Provision & Trade Control</u>	The Parties shall comply, and shall ensure that their employees, directors, officers, affiliates and third parties engaged in any manner in relation to the Agreement to comply, with all applicable laws (including anti-bribery and anti-corruption laws, human rights, and sanctions and trade control laws and regulations. The Buyer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in Russia, Belarus, or in a jurisdiction/region subject to comprehensive sanctions by the United States, European Union, or Switzerland. Restricted Parties refers to entities on a government list (incl. EU, Switzerland, and US) subject to blocking or asset freezes, or other trade or financial restrictions. Sanctions extend to entities that are directly or indirectly owned 50% or more, in the aggregate or individually, or controlled, by a Restricted Party. Any violation of this clause shall constitute a material breach of the Agreement and, in addition to any other remedies under the law and/or this Agreement, non-infringing Party shall be entitled to unilaterally terminate this Agreement with immediate effect and without liability for any claim, losses or damages whatsoever related to the termination.	Shall be as per tender specification

ANNEXURE - A
(RESPONSE ON PRE-BID QUERIES OF GENERAL CONDITIONS OF CONTRACT -SUPPLY ORDERS)

S No	Page No.	Tender Clause	Content of the Clause	Bidder Query	TPCODL Reply
1	74 of 194	5.0 PRICES/ RATES/ TAXES	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	Unloading at site or stores; delivery to stores/site & cost of documentation etc. shall not be in suppliers scope.	Tender terms shall prevail. No deviations shall be accepted.
2	81 of 194	12.2 Right to Rejection on Receipt	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 TPCODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPCODL.	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 TPCODL 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 TPCODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPCODL.	OK, Accepted
3	82 of 194	13.3 Failure in Guarantee Period (GP)	If Associate fails to repair/rectify/replace the equipment or material supplied rendered under the contract, failed in Guarantee Period, TPCODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPCODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.	TPCODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPCODL'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.	"If associate fails to repair/rectify/replace the equipment or material supplied /service or work rendered under the contract within 20 days from the date information by TPCODL , failed in Guarantee period , TPCODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPCODL's own charges (@20% of expenses incurred) , from the Associate or from the " Security cum performance Deposit" as the case may be.

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4	83 of 194	13.3 Failure in Guarantee Period (GP)	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	No separate extended warrantee shall be provided for replaced parts.	Tender Clause 7.4 (Guarantee Period) shall prevail
5	83 of 194	13.3 Failure in Guarantee Period (GP)	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 warrantee failure shall not be in acceptable to us.	Tender terms shall prevail. No deviations shall be accepted.
6	83 of 194	13.6 Latent Defect	Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects	Only design defects shall be considered in latent defects. If manufacturing defects are included in the same then there is no change in normal warrantee & latent defect warrantee.	Manufacturing defects should be considered in warrantee period and not in latent defects.
7	83 of 194	14.0 LIQUIDATED DAMAGES	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, TPCODL 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, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 5% of the total contract value.	Tender terms shall prevail. No deviations shall be accepted.

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8	83 of 194	14.0 LIQUIDATED DAMAGES		• LD shall be computed on the undelivered lot up to the max LD limit. • LD shall be exclusive remedy for delay and in full satisfaction. Under the contract, TPNODL shall first exhaust the LD max limit before resorting to any other remedy available under the contract.	LD shall be applicable as per GCC. However, LD shall be applicable only if delay is on account of BA. LD shall be applicable only on undelivered portion of RO.
9	85 of 194	17.0 INTELLECTUAL PROPERTY RIGHTS		Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPCODL will such rights as granted by Associate in intellectual property so developed.	If any unique knowledge or information developed or created during the course of contract, all rights with respect to or arising from such intellectual property as aforementioned, shall solely vest with the party who has developed it.
10	86 of 194	18.0 INDEMNITY	The Associate assumes responsibility for and shall indemnify and save harmless the TPCODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under 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 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 TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract.	Referring to the practice in Tata Power Delhi the clause can be read as- The Associate assumes responsibility for and shall indemnify and save harmless the TPCODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. However, other details regarding this clause shall remain same as mentioned in tender.

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11	86 of 194	19.0 LIABILITY & LIMITATIONS		Notwithstanding any provision to the contrary. Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues, or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's gross negligence, or willful misconduct.	Referring to the practice in Tata Power Delhi the clause can be read as - "Except for any specific monetary value liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Associate's gross negligence, willful misconduct." Limitation of liability shall be 100% of contract value.
12	86 of 194	20.0 FORCE MAJEURE		safety measures against covid, quarantine restrictions shall be force majeure events.	OK. Accepted.
13	90 of 194	22.3 Termination for Convenience of TPCODL	TPCODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPCODL 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.	In case of termination for convenience of TPCODL, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination.	Referring to the earlier practice, the clause can be read as - "In case of termination for convenience of TPCODL or cancellation of project, Associate shall also be paid for the cost of actual executed work for WIP project along with supplies/services rendered until date of termination."

Note:

This document shall be an integral part of the tender and bidder shall submit signed/stamped copy of this document along with

technical bid, as a token of acceptance. The tender document stands modified only to the extent stipulated herein above in this document. All other terms & conditions shall be strictly followed as per Bid documents.