

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED**  
**CIN No. : U40109MH2005SGC153646**

**Name of Office:** Central Purchase Agency,  
**Office Address:** Prakashgad, 1<sup>st</sup> Floor, Plot No G-9, Anant Kanekar Marg, Bandra (East),  
Mumbai-51  
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SP/T-0612/0724

Date: 15.07.2024

**CORRIGENDUM NO.1**

Sub:- Procurement of 420kV, 245kV, 145kV & 33kV class CBs (Circuit Breakers) under LE & R&M schemes for all the EHV PCC O&M zones of MSETCL[1<sup>st</sup> call] against e-Tender No.SP/T-0612/0724 (Rfx No.5000001236) submission due on 19.07.2024.--- **Reply to Pre-Bid queries, Revision in Section-III, Annexure-F & Technical specification with extension in due date of submission and opening thereof.**

Please refer e-Tender No. SP/T-0612/0724 (Rfx No. 5000001236) advertised for subject works.

Bidders are requested to take a note that the **Reply to the Pre-Bid Queries** is attached herewith as “ANNEXURE-A” . The **Technical Specification i.e.Annexure-D, Section-III & Annexure-F** is revised accordingly.

The Due dates of Submission and Opening of Tender are extended as under:

- i) Due date and time of Submission of bid : 30.07.2024 upto 17:00 Hrs.
- ii) Due date and time of Opening of bid : 30.07.2024 at 17:05 Hrs.

All participants bidders are requested to take note of above and submit their bids accordingly. All other terms & conditions of the Tender Specifications remain unchanged.

Sd/-  
Executive Engineer (St-VI)

**Annexure -A**

**Reply to Pre-bid queries raised by Pre-Bid by M/s.CG Power Industries Pvt. Ltd.**

Clause no	Requirements	CGPIL comments date: 09/07/2024	MSETCL Reply
Annexure-A - Section -III, 4.0 (Delivery)	Commencement: within 02(Two) months from the date of L.O.A. (Letter of Award). Completion: within 04 (Four) Months from date of LOA.	Commencement: within 04(Four) months from the date of L.O.A. (Letter of Award) or Drawing Approval, whichever is Later. Completion: within 06 (Six) Months from date of LOA, or Drawing Approval, whichever is Later.  1) Need timely support and response from MSETCL for smooth drawing approvals. 2) Note that delivery timelines are calculated from the date of the Letter of Award (LOA) and delays in drawing approvals by the Board are not currently accounted for, which negatively impacts the overall timelines. 3) MSETCL often imposes additional requirements or comments during the drawing approval stage that were not part of the original tender specifications. This challenges many causes, including unexpected cost absorption, delays in manufacturing and the risk of liquidated damages (LD) due to these changes.	Commencement:within 3 months from date of LOA and Completion 3 months thereafter.Total delivery shall be completed within 6 months from date of LOA.Annexure-F and clause No.4 of Delivery of Secion-III is revised accordingly.
5 (13)	Phase to phase spacing in the switchyard i. e. inter pole spacing for breaker (mm): 3000 for 145kV breaker	We are offering the centre to centre distance for 145kV is 1700mm. With this design we have been supplying to all Electricity boards including MSETCL from last 20 years.	Revised Technical Specifications accordingly.
5.0 (41)	Shade of Paint Battleship Grey: shade 632 of IS 5	We request you to accept Powder coating which will provide excellent corrosion resistance and can withstand harsh environmental conditions better than many types of Paint. Paint thickness: 40 to 50 micron. <b>Advantages:</b> 1. Durability: Creates hard finish that is tougher than conventional paint. Provides excellent resistance to chipping and scratching 2. Environmental aspect: Releases negligible amount of volatile compound to atmosphere 3. Uniform finish: Provides uniform finish without drips 4. Thickness: Allows thicker application without sagging	Revised Technical Specifications accordingly.
5.0 (51)	Size and type of wiring for control circuits: 2.5 Sq.mm., Copper Stranded	We propose to accept 2.5 Sq.mm copper flexible inplace of Copper Stranded	Revised Technical Specifications accordingly.

6.6 (6.6.1)	All metal surfaces exposed to atmosphere shall be given two primer coats of zinc phosphate and two coats of epoxy paint with epoxy base thinner.	We request you to accept Powder coating which will provide excellent corrosion resistance and can withstand harsh environmental conditions better than many types of Paint.	Revised Technical Specifications accordingly.
6.11 (6.11.6)	Wiring for all control circuits shall be carried out with 1100 Volts grade PVC insulated tinned copper stranded conductors of sizes not smaller than 2.5 sq. mm.	We propose to accept 2.5 Sq.mm copper flexible in place of Copper Stranded	Revised Technical Specifications accordingly.
6.11 (6.11.6)	Terminal blocks shall be stud types	This is final requirement of terminal block in case any changes during drawing approval then price implication is required	Terminal block shall be of Ring type only. Revised Technical Specifications accordingly.
6.11 (6.11.7)	Control cabinet shall be provided with 240V, 1 phase, 50 Hz, fluorescent tube	6W LED will be provided, please accept.	LED shall be as per approved vendor list of MSETCL. Revised Technical Specifications accordingly.
6.11 (6.11.8)	Strip heaters shall be provided inside each cabinet. Heaters shall be controlled by a suitable toggle switch of industrial quality.	Heater will be controlled by thermostat, please accept.	Revised Technical Specifications accordingly.
6.19	In addition to this 20% of the total gas requirement shall be supplied in separate cylinders as spare requirement at no extra cost.	Complete gas (Breaker requirement Plus 20% extra) will be supplied in common cylinder per breaker to fill SF6 Gas comfortably at site during commissioning.	shall be as per Technical Specification
General	Control voltage of breaker CB	Request you to please arrange a control voltage of breaker during drawing approval	Data will be provided by Tr.O&M section during approval. Revised Technical specification accordingly

**ANNEXURE-A**

**Reply to Pre-bid queries raised by M/S.Siemens Ltd.,Aurangabad.**

Sr. No	Document/Clause No.	Page No	Customer (MSETCL Requirement)	Siemens Comment/Clarification	MSETCL Reply
1	TECHNICAL SPECIFICATION/1.1	3	This specification covers the design, manufacture, assembly, testing before supply, inspection, packing and delivery of outdoor type Sulphur Hexafluoride (SF6) circuit breakers of voltage ratings of 420kV/245KV/145KV and having class C2-M2. The Circuit Breakers shall be complete with all the accessories like piping, terminal connector, inter pole cable, cable glands, terminal blocks marking, ferrules, lugs etc. and auxiliary equipments required for their satisfactory operation in various substations of the Maharashtra State Transmission Company Ltd	Kindly provide details of terminal connector type to be considered for 420kV CB, 245kV CB, 145kV CB	Data will be provided during drawing approval and the same may please be forwarded to Design Section with the proposal/drawings.Revised Technical specification accordingly.
2	TECHNICAL SPECIFICATION/5.1	12		Interpole cable details not specified in the tender specification. We understand that 2.5sq-mm unarmoured cable shall be used for the interpole cable in the offered circuit breaker.kindly confirm.	Accepted.Revised Technical specification accordingly.
3	Section III- Delivery		a) The desired delivery of Circuit Breakers is as under: Commencement: within 02(Two) months from the date of L.O.A. (Letter of Award). Completion: within 04 (Four) Months from date of LOA. The Entire advertised quantity of the Tendered item is to be supplied within Four (4) Months from date of LOA.	Considering the present manufacturing slot and delivery time line . We request you to please consider our proposed delivery time line. Delivery commencement shall be 3 months from drawing approval & completion period shall be 6 months from drawing approval. Kindly confirm	Commencement:within 3 months from date of LOA and Completion 3 months thereafter.Total delivery shall be completed within 6 months from date of LOA.Annexure-F and clause No.4 of Delivery of Secion-III is reveised accordingly.
4	Site Location			We request you to please clarify whether material needs to dispatch at site or store location. We request to kindly clarify the material dispatch location for us to consider the Freight (Transportation)cost.	Shall be dispatched at Stores of MSETCL

**Annexure-A**  
**Reply to Pre-bid queries raised by M/s.Stelmec**

Sr. No.	Clause/Page NO	As per Specification	Stelmec Requirement	MSETCL Reply
1	Tech Spec 33CB 7.0 /Page 20/37 5 Page 7/37	TESTS:(A) 7. Line charging breaking current test  PRINCIPAL PARAMETERS: 29. Breaking current capacity for rated: i) Line charging at rated voltage 10 A	As per IEC standard IEC 62271-100,2017 clause no. 4.09 , Rated line charging breaking current is mandatory for circuit breaker of rated voltage above 52 kV ratings and hence not applicable for 33kV VCB. Request you to confirm the same. [Excerpt of IEC attached]	Revised Technical Specification accordingly.
2	Tech Spec 33CB 7.0 /Page 20/37	(B) Routine Tests /Acceptance Tests to be conducted during inspection: 7. Leakage test.	This test is applicable for SF6 type VCB. Request you to amend the same.	Revised Technical Specification accordingly.
3	3.2.1 Page 4/37	RATINGS: 3. DC Alarm, control and protective devices DC supply voltage may be either For 33kV CBs - 220V/110V D.C. <b>(suitability for both voltages)</b> Two separate Wires, DC supplies from batteries, with midpoint grounded	Voltage Wise ( 110V DC & 220V DC) Qty Bifurcation separately need to provide during drawing approval.	As per discussion in the pre-bid meeting , the data regarding DC supply shall be made available by O&M Section and the same may please be forwarded to Design Section with the proposal/ drawings.Revised Technical Specification accordingly.
4	5 Page 9/37	PRINCIPAL PARAMETERS: 36. Thickness of silver plating for terminal pads (other than aluminium) <b>25 microns</b>	We are providing Aluminium Terminal Pad. Therefore Silver Plating is not applicable.	Revised Technical Specification accordingly.
5	6.3 Page 13/37	BREAKER CONTACTS: Tips of main contacts shall be silver plated.	Main Contacts are inside Vacuum Interrupter i.e. made of Copper Chromium. Therefore Main contacts are not Silver plated.	Revised Technical Specification accordingly.
6	6.11.1 Page 16/37	CONTROL CIRCUITS: Sloping rain hood shall be provided to cover all sides.	The same is not applicable for 33kV Outdoor PCVCB. As 33kV PCVCB is already been type tested for IP55.	Revised Technical Specification accordingly.
7	6.17.7 Page 19/37	OPERATING MECHANISM HOUSING: A suitable folding type pedestal/platform with proper ladder shall be provided on the structure	We shall provide <b>Fixed</b> type Platform fitted with VCB Structure.	Revised Technical Specification accordingly.
8	Clause no. 2.0 of Page 3/13 <b>Earnest Money Deposit</b>	The tenderers shall pay the Earnest Money Deposit @1% of estimated value of the tender as indicated in RfX advertised and the same shall be paid Online by the bidder before submission of their response on SRM e-tendering.	We are intending to participate only for 33kV VCB and hence request you to kindly clarify whether we can submit the EMD amount as per the Estimated value for 33kV VCB [i.e. <b>EMD amount of Rs. 2,41,879.00</b> ]	EMD amount of 1% of Tender estimated value to be submitted.Shall be submitted as mentioned in Tender document.
9	Clause no. 15.4 of Page 25/37 <b>QUALIFYING REQUIREMENTS</b>	The Tenderer not meeting the requirements at Clause No. (15.1) can also Participate provided they have valid on going <b>collaboration</b> with a manufacturer who has at least 7 years experience in the design, manufacture and testing of equipment/material of the type and class offered or higher voltage class, which should have been in satisfactory service for a period of at least 3 years. In such an event, the bidder shall furnish, along with the bid, the documentary evidence including copy of the collaboration agreement duly notarized.	1. VCB is a critical equipment and should be procured solely from Original Equipment Manufacturer 2. This is essential to ensure supply of compliant and quality products. 3. Bidder must have requisite technical know how of the bidded item and ensures engineering and design infrastructure. 4. It is of prime importance to have proven past operational performance and reliable after sales service. Hence, it is essential to procure the tendered material from OEMs only.	Shall be as per Technical specification

Reply to Re-bid queries raised by M/s.ABB India Ltd.,Mumbai

Sr. No.	Page no	Clause Ref.	Requirement as per tender	Amendment proposed	Justification	MSETCL Reply
<b>INVITATION TO TENDER AND INSTRUCTION TO TENDERERS (SECTION I)</b>						
1	1	1	Scope Of Work	The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before despatch, packing and supply of material / equipments as specified in <del>Annexure-D</del> /Technical Specifications, at various destination sites / stores Centers of the Purchaser in Maharashtra.	as annexure-D is not available same shall not be applicable.	Technical Specification is called 'Annexure 'D'.
2	2	3.a	The lumpsum price/unit rate prices quoted by the tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. design, engineering (wherever applicable), manufacturing, packing and supply of the materials/equipments covered under these specifications and documents to the purchaser's stores / works site and commissioning (wherever applicable) shall be treated as the contract price. The tenderer shall quote the price per unit covering entire scope as stated above.	The lumpsum price/unit rate prices quoted by the tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. design, engineering (wherever applicable), manufacturing, packing and supply of the materials/equipments covered under these specifications and documents to the purchaser's stores / <del>works site and commissioning (wherever applicable)</del> shall be treated as the contract price. The tenderer shall quote the price per unit covering entire scope as stated above.	Site work or commissioning of the same shall not be in suppliers scope.	Shall be as per MSETCL Tender Document
3	3	4	QUOTATION: For each of the items quoted, tenderer shall offer minimum 10% (Ten percent) of the advertised qty.		We shall offer only 33kV outdoor PCVCB.	Can offer 33kV VCB & shall be as per MSETCL Tender Document
4	4	9.a	EARNEST MONEY DEPOSIT (EMD)	Earnest money in the form of BG shall be accepted	Earnest money in the form of BG shall be accepted irrespective of the value.	Shall be as per MSETCL Tender Document
5	6	12	The formalities like submission of drawings, bill of material etc. and getting the same approved by the Purchaser, shall be completed by the successful tenderer within TEN WORKING DAYS from the date of Letter of Award of the contract.	The formalities like submission of drawings, bill of material etc. shall be completed by the successful tenderer within TEN WORKING DAYS from the date of Letter of Award of the contract.	Getting drawing approval shall not be in suppliers scope since we do not have any control on the same. Supplier shall only be responsible for providing necessary technical assistance for the same.	Shall be as per MSETCL Tender Document
<b>Annexure 'A' Section-II GENERAL REQUIREMENTS &amp; GENERAL TERMS &amp; CONDITIONS OF CONTRACT</b>						
6	4.3	2 of 17	Where required, the scope of contract shall include supervision of erection and commissioning of the equipment.....	Said clause shall be removed	Charges for supervision of erection and commissioning shall be quoted seperatly if required.	Shall be as per MSETCL Tender Document
7	8	3 of 17	The supplier shall pay within 15 days Security Deposit @ 10% of the value of the order, unless having valid Permanent Bank Guarantee of Rs.20 Lakhs	Security deposit in the form of BG shall be accepted	Security deposit in the form of BG shall be accepted irrespective of the value.	Shall be as per MSETCL Tender Document
8	20	9 of 17	Purchaser shall inform the losses / damages in transit (if any) to the supplier within 30 days from the date of receipt of material at Stores / Site	Purchaser shall inform the losses / damages in transit (if any) to the supplier within 15 days from the date of receipt of material at Stores / Site		Shall be as per MSETCL Tender Document
9	22.2	9 of 17	The purchaser shall have the right to inform the contractor not to dispatch the equipment / material due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any compensation, for a reasonable time.	Said clause shall be removed or MSETCL shall compensate the supplier @0.5% of the invoice value per week as inventory holding charges.	Suppliers shall be compensated for holding inventories which are manuaftuerd as per schedule.	Shall be as per MSETCL Tender Document

10	24		<p>1) <b>The contractors who have furnished permanent deposit</b> : 90% payment against Goods receipt (MIGO) in SAP within 30 days for materials received in good condition and against furnishing contract performance deposit. Balance payment will be paid within 45 days from the date of receipt of material at site in good condition against Quality inspection (QA) and acceptance of material in SAP issued by the concerned consignee</p> <p>2) <b>The contractor who have not paid permanent deposit</b> : 100% payment within 45 days from the date of receipt of material at site in good condition, against Quality inspection (QA) and acceptance of material in SAP issued by the concerned consignee.</p>	<p>1) <b>The contractors who have furnished permanent deposit</b> : 90% payment against Goods receipt (MIGO) in SAP within 30 days for materials received in good condition and against furnishing contract performance deposit. Balance payment will be paid within 45 days from the date of receipt of material at site in good condition against Quality inspection (QA) and acceptance of material in SAP issued by the concerned consignee</p> <p>2) <b>The contractor who have not paid permanent deposit</b> : 100% payment within 45 days from the date of receipt of material at site in good condition, against Quality inspection (QA) and acceptance of material in SAP issued by the concerned consignee.</p>	<p>Quality inspection (QA) and acceptance of material in SAP issued by the concerned consignee shall be given within reasonable time so that Balance payment will be paid within 45 days from the date of receipt of material at site in good condition.</p>	<p>Shall be as per MSETCL Tender Document</p>
11	26	12 of 17	Deductions	<p>Deductions pertaining to a particular contract shall be recovered from the amounts payable against the same contract.</p>	<p>No deduction pertaining to other contracts shall be deducted from contract which is not related to the same.</p>	<p>Shall be as per MSETCL Tender Document</p>
12	27	12 of 17	GUARANTEE	<p>The stores / materials found defective within the above guarantee period shall be replaced / repaired by the supplier free of cost, within <del>one month</del> reasonable time of receipt of intimation. If the defective stores / materials are not replaced / repaired within the specified period as above, the Purchaser shall recover an equivalent amount plus 15 % supervision charges from any of the bills of the supplier.</p>	<p>Timeline for repair/replacement shall be reasonable depending on the nature of issue.</p>	<p>Shall be as per MSETCL Tender Document</p>
13	28	12 of 17	REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED IN TRANSIT: .....	<p>Any material received in broken, damaged or lost condition at site shall be intimated to supplier within 15 days from the date of receipt of the same at destination.</p>		<p>Shall be as per MSETCL Tender Document</p>
14	29	13 of 17	REPLACEMENT OF REJECTED MATERIAL .....	<p>Any material received in broken, damaged or lost condition at site shall be intimated to supplier within 15 days from the date of receipt of the same at destination.</p>		<p>Shall be as per MSETCL Tender Document</p>
<b>Annexure 'A' Section-III SPECIAL TERMS AND CONDITIONS AND INSTRUCTIONS TO THE TENDERS</b>						
15	1.a	3	<p>The price variation shall be as per PV Formula indicated in Annexure 'E' of the tender document. The same shall be capped at 20% on Positive Price Variation i.e. where the price trend is increasing. There shall be no lower ceiling/ capping on Negative Price Variation i.e. in case of savings where the price trend is decreasing.</p>	<p>The price variation shall be as per PV Formula indicated in Annexure 'E' of the tender document. <del>The same shall be capped at 20% on Positive Price Variation i.e. where the price trend is increasing. There shall be no lower ceiling/ capping on Negative Price Variation i.e. in case of savings where the price trend is decreasing.</del></p>	<p>The price variation shall be as per PV Formula indicated in Annexure 'E' of the tender document. There shall be no upper cap limit. Also re-confirm the base date for PV calculation.</p>	<p>Shall be as per MSETCL Tender Document</p>
16	1.d	3	<p>However, lowest rate offered by the techno commercially acceptable tenderer shall be applicable to all successful tenderers</p>	<p>Said clause shall be removed</p>	<p>Charges quoted for supervision of erection &amp; commissioning by bidder shall be applicable.</p>	<p>Shall be as per MSETCL Tender Document</p>
17	2	3	EARNEST MONEY DEPOSIT (EMD)	<p>Earnest money in the form of BG shall be accepted</p>	<p>Earnest money in the form of BG shall be accepted irrespective of the</p>	<p>Shall be as per MSETCL Tender Document</p>
18	4	4	DELIVERY	<p>Delivery shall be within 10-12 weeks from receipt of drawing approval/manufacturing clearance whichever is later.</p>	<p>Delivery shall be linked to drawing approval as delay in drawing approval will leads to overall delay in delivery.</p>	<p>Commencement: within 3 months from date of LOA and Completion 3 months thereafter. Total delivery shall be completed within 6 months from date of LOA. Annexure-F and clause No.4 of Delivery of Secion-III is revised accordingly.</p>

19	7	5	Performance guarantee	The stores / materials found defective within the above guarantee period shall be replaced /repaired by the supplier free of cost, within <del>one month</del> reasonable time of receipt of intimation. If the defective stores /	Timeline for repair/replacement shall be reasonable depending on the nature of issue.	Shall be as per MSETCL Tender Document
20	14	10	RIGHT TO EFFECT RECOVERIES BY MSETCL MSETCL reserves sole rights to recover actual expenses incurred by the Purchaser on account of Inspection Charges/Liquidates Damages /Supervision Charges/ Damages/Ground Rent/Risk Purchase	Please remove said clause.	said clause shall not be applicale.	Shall be as per MSETCL Tender Document
<b>Annexure 'F' Confirmation for Delivery/ Delivery Schedule</b>						
21			Delivery schedule	Delivery shall be within 10-12 weeks from receipt of drawing approval/manufacuturing clearance whichever is later. Delivery commencement shall be linked to drawing approval date instead of date of LOA	Since supplier can not start manufacturing wihout receipt of drawing approval hence delivery shall be lonked to the same.	Commencement:within 3 months from date of LOA and Completion 3 months thereafter.Total delivery shall be completed within 6 months from date of LOA.Annexure-F and clause No.4 of Delivery of Secion-III is revised accordingly.
<b>TECHNICAL SPECIFICATION FOR 33kV VCB CIRCUIT BREAKERS</b>						
22	2.3	3 of 37	ERECTION AND MAINTENANCE TOOLS	Said clause shall be removed	Since offered 33kV Outdoor VCB is a standard product which does not require any special tool or plants for erection & commissioning of the same hence said clause shall not be applicable.	Shall be as per Technical specification
23	5.1.13	6 of 37	Phase to phase spacing in the switchyard i. e. inter pole spacing for breaker (mm) : 1250	Phase to phase spacing in the switchyard i. e. inter pole spacing for breaker (mm) : shall be as per manufactuers type tested design		Shall be as per Technical specification
24	5.1.42	9 of 37	In plant training	Only in plant training shall be in suppliers scope. Traveling, loading, boarding etc. charges of purchasers engineers shall not be in scope of supplier.		Revised Technical Speciiication accordingly.
25	5.1.58	10 of 37	Percentage range of rated voltage for correct operation of closing coil (%)	Percentage range of rated voltage for correct operation of tripping coil (%)	typing mistake correction required	Revised Technical Speciiication accordingly.
26	5.1.61	10 of 37	Bidder will attend to service complaints within one week of receipt of intimation even beyond the guarantee period	Bidder will attend to service complaints within one month of receipt of intimation even beyond the guarantee period	One week is too short time to attend any service complaint for products like MV CB	Shall be as per Technical specification
27	6.3.1	13 of 37	Tips of main contacts shall be silver plated	Tips of main contacts shall not be silver plated	Since we are offering vacuum circuit breaker hence main contacts are in vacuum hence shall not be silver plated.	Revised Technical Speciiication accordingly.
28	6.4	14 of 37	Terminal connector	Please specifcy exact type of terminal connector required (bolting or crimping type)		As per discussion in the pr-ebid meeting , the data regarding Terminal connectors shall be made avaiable by O&M Section and the same may please be forwarded to Design Section with the proposal/ drawings. Revised Technical Speciiication accordingly.



29	6.6	15 of 37	Surface finish	Breaker cubicle and duct shall be powder coated instead of painted.		Revised Technical Specification accordingly.
30	6.11.1	16 of 37	Sloping rain hood shall be provided to cover all sides	Breaker cubicle shall be suitable for IP-55 degree of protection	Sloping rain hood shall not be provided.	Revised Technical Specification accordingly.
31	6.11.5	16 of 37	All necessary cable terminating accessories such as glands, crimp type tinned copper lugs etc. for power as well as control cables shall be included in Vendor's scope of supply	Said clause shall be removed	Cable termination kits, glands etc shall not be in suppliers scope.	Revised Technical Specification accordingly.
32	6.17.6.1	19 of 37		Control cubicle shall be of 3mm thick sheet steel except cubicle doors which shall be of 2mm thickness.	Cubicle doors being non-load bearing members shall be of 2mm sheet steel thickness.	Revised Technical Specification accordingly.
33	6.17.7	19 of 37	a suitable folding type pedestal/platform with proper ladder shall be provided on the structure	a suitable pedestal/platform with proper ladder shall be provided on the structure	Standing pedestal/platform shall not be folding type.	Revised Technical Specification accordingly.
34	6.20	19 of 37	The breaker shall be able to operate even at 50% of rated voltage	Said clause shall be removed	Breaker shall be able to trip at 70% of rated control voltage only. Breaker shall not be able to operate at 50% of rated voltage	Revised Technical Specification accordingly.
35	7.B.6	20 of 37	D.C.R.M test	Routine tests as per relevant IS/IEC only shall be performed. D.C.R.M test shall not be part of routine/acceptance test.		Shall be as per Technical specification
36	7.B.7	20 of 37	Leakage test	Routine tests as per relevant IS/IEC only shall be performed. Leakage test shall not be part of routine/acceptance test.		Revised Technical Specification accordingly.
37	7.C	20 of 37	Site tests	Site tests shall not be in suppliers scope.		Revised Technical Specification accordingly.
38	7.4	21 of 37	The site tests listed in clause - 7.0 ©.....	Said clause shall be removed	Site tests shall not be in suppliers scope.	Revised Technical Specification accordingly.
39	8.5	22 of 37	The cost for inspection (i.e. To & Fro air journey, lodging, boarding, local transport etc.) shall be borne by the bidder/supplier.	Said clause shall be removed	Cost of inspectors travel, loading, boarding etc shall not be in suppliers scope.	Shall be as per Technical specification
40	13	24 of 37	Training	Only in plant training as applicable shall be in suppliers scope. Traveling, loading, boarding etc. charges of purchasers engineers shall not be in scope of supplier.		Revised Technical Specification accordingly.
41	14	24 of 37	SUPERVISORY ERECTION AND COMMISSIONING	Said clause shall be removed	Supervision of erection and commissioning shall not be in suppliers scope.	Shall be as per Technical specification
<b>General</b>						
			As per the Tender available on MSETCL portal, ABB is not mentioned in the product approved makelist. Please confirm if we can participate in the bid			Vendor approval of M/s.ABB, Vadodara for 22/33kV VCB is in the vendor list.Firm can participate if an approved vendor of MSETCL.

Please include following clause in tender :

Exclusion of Consequential Damages

Notwithstanding any other provision to the contrary, in no event shall ABB, 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.

Limitation of Liability

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 ABB 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.

Trade Controls

The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the purchase order (collectively, "Trade Control Laws"). The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the purchase order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person). If, as a result of Trade Control Laws issued or amended after the date of the purchase order, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a sanctions agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the purchase order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the purchase order in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the purchase order. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Products. Products, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB. The Purchaser represents and warrants that the Products, equipment and services are for civil use only. The Purchaser 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 a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kher-son, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). If the Purchaser infringes any obligations in this Trade Controls clause in connection with the purchase order, the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

Compliance

Both Parties will comply with all Applicable Integrity Laws in connection with this Contract. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Contract. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Contract. Each Party represents and warrants that, to the best of its knowledge, at the date of this Contract neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party. If, as a result of Trade Control Laws issued or amended after the date of this Contract, (i) the Purchaser [or END-USER] becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Contract becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Purchaser of its inability to perform or fulfil such obligations. Once such notice has been received by the Purchaser, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as ABB may lawfully discharge such

obligation or unilaterally terminate the Contract in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the Contract. In the event of suspension or termination as set out above, ABB shall be entitled to payment of this Contract and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Contract. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. The Purchaser represents that it is the ultimate end recipient of any items provided under this Contract, that the items are for civil use only. The Purchaser 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 a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Purchaser further represents and warrants that the Products provided under this Contract shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB. For the avoidance of doubt, no provision in this Contract shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws. Purchaser shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this compliance provisions by either the Purchaser, its affiliated parties or any third parties engaged by Purchaser in relation to the Contract. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Purchaser agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision. Notwithstanding the foregoing or any other provision in the Contract, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this compliance provisions, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Contract with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Contract. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws. Purchaser herewith acknowledges and confirms that it has received a copy of ABB's Code of Conduct or is aware how to access the Code of Conduct online. Purchaser agrees to perform its contractual obligations under the Contract with substantially similar standards of ethical behavior.

Applicable Integrity Laws means:

- (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); and
- (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and
- (iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or

third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.

2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.

3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfill such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.

4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.

5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.

6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company 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 a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.