

Pre-Bid Response Vide NIT No.: TPCODL/P&S/140/2020-21

Sr No	Clause	Tender Clause Details	Bidder Query/Deviations	TPCODL Response
1	Performance	Bidder shall have carried out supply and supervision of installation, testing and commissioning of type tested Managed Ethernet Switches for Sub-Station Automation System for a minimum 100 nos. Managed Switches in last two years.	We request authority to kindly consider minimum qty @ 20-30 no's or multiple projects based on various customer requirements, as the qty gets vary with every project & customer req. hence request you to kindly consider same.	Bidder shall submit the project references, of the same Make and Model of Switches proposed under this RFP.
2	Performance	Bidder to submit List of latest Projects with all technical and Purchaser's details, which are executed in India with the product offered to TPCODL	We request authority to consider same make of switches offered to TPCODL. As various customer has multiple type of port configuration hence it is difficult to get similar model past reference with huge qty.	Bidder to submit the project reference of the Same make and Model of Switches as proposed under this RFP. Port configuration may vary.
3	Performance	The system supplied should have been in satisfactory commercial operation for a minimum period of 02 years as on scheduled date of the bid opening.	Ethernet switches are subset parts of direct tenders/projects. Performance certificates are not obtained or either provided for Ethernet switches. we request for bidders to submit PTR reference and declaration on satisfactory working on letter head, as in pandemic period difficult to visit & arrange for documents, TPCODL can take reference of approved Ethernet switches makes in TATA Power	BVA to submit the performance certificate. Reference mentioned cannot be considered for this RFP Bidder to obtain the certificate and submit from the Purchaser's for the switches, proposed for this RFP
4	Annexure - II Technical Specification	Number of Cu Ports (RJ45 Ports) - 12 Port	Number of Cu Ports (RJ45 Ports) - 11 Port	Bidder to comply other technical requirement as per Specification. However 11 number of ports may be considered.

5	Annexure - II Technical Specification	Auxiliary Contact - To monitor health condition of Switch through Purchaser's RTU	Generally, Switch support alarm contact to monitor its status and warning but in case if any issues with switch, then switch will lose the signal form the connected RTU and RTU failure cannot be reliably be determined by the connected contact. Hence suggest authority to accept - Switch to support alarm Contact t monitor its status.	Bidder to submit as per the requirement mentioned in the RFP
6	Annexure - II Technical Specification	NTP/SNTP- Supports SNTP Client	We request authority to also add option of Support of NTP client, most of the application in substation time synchronisation either NTP or IEEE-1518-PTP hence suggest to kindly consider NTP client.	Noted Bidder to confirm as per the requirement mentioned in the RFP. However additional features are acceptable with no price implication.
7	Annexure - II Technical Specification	IEC 60068-2-30- Humidity (Damp Heat, Cyclic)	IEC-60068-2-30 is used for basic environmental testing, however Moxa conducts the operational testing at high temperature as well as for the storage	Noted. Bidder to confirm as per the requirement mentioned in the RFP. However additional features are acceptable with no price implication.
8	Annexure - II Technical Specification	IEC 60068-21-1- Vibration , IEC 60068-21-2-Shock	switches are IEC-61850 Kema certified and complies to IEC-61850 vibration standard which is higher than IEC-60068-21-1 or IEC-60068-21-2	Noted

9	Annexure - II Technical Specification	Software Upgrade- Supports software upgrade by SFTP/HTTP	For software upgrade - TFTP is a similar technology & same can be offered & can be added as option	TPCODL prefers to have software upgrades at site. Bidder to provide the Upgrades on regular basis with technical details (Differences, additional features etc.). Bidder to consider all firmware upgrades and patch management in the offer for complete life cycle of the product.
10	Service Support	Bidder must have support service Centre in India to cater after sales services	Original Ethernet Switch manufacturer should have authorised service/repair centre in India to cater after sales services. This shall provide long term support to TPCODL on service support.	Bidder to submit the same on the letter head with Centre details and contact persons assigned for TPCODL, Bhubaneswar to avail seamless and faster service.
11	Type Tests	All offered equipment should have been successfully type tested at any of the internationally accredited laboratories in line with relevant standards. Reports should be within 5 years from date of bid submission.	The Ethernet switches model offered are type tested as per standards. As there are no changes in design & hardware in most of the product models. We request to allow bidder to submit type test report along with comfort letter from Ethernet switch manufacturers stating no change in hardware has happened from type test period, if period is above 5 years from date of submission.	As indicated there is no change in Hardware in last five years, however Bidder to submit the conformation letter regarding no change in hardware along with latest Test report available for the offered product.

12	7.1. Special Conditions of Contract	This rate Contract will be valid for Two (2) years from date of issue of RC. TPCODL will issue the orders as per requirement.	The delivery schedule should be released from TPCODL so that bidders can plan & accordingly add these 2 years RC to the cost planning.	100% of the switch procurement is planned in this financial year (1 week of March2021). However the rate shall be valid for one more year for additional requirement.
13	ANNEXURE-II (Tech. Specs)	Bidder to train TPCODL engineers for the configuration and management of proposed managed Ethernet switches at respective sites. No. of participants, schedule and Course content will be mutually finalized before the start of site activities	We request to put man-days as 3-5 for the training part. The course content shall be as per the technical specification's in Annexure II	The duration and content of the course will be discussed with successful bidder before procurement. The content of the course shall enable TPCODL engineers to carry out configuration, management, firmware upgradation and explore other available functionalities independently. In RFP, we have also requested bidder to commission the switches and train the TPCODL engineers at site for 4-5 sites.

14	ANNEXURE-II (Tech. Specs)	Industrial Grade Ethernet Switch 24 VDC Industrial Grade Ethernet Switch 48 VDC	<p>we request to specify if any specific need for mounting is required for switches related to panel design as per voltage levels (24 VDC and 48 VDC locations)</p> <p>Ethernet on rear; LED panel on front; power connector on rear Ethernet on front; LED panel on front; power connector on rear</p> <p>It is recommended to have NMS of switch manufacturer to properly achieve the functionality of NMS. Third party NMS may not support to provide the complete functionality, only monitoring can be achieved with third party Network Management Tool & no control.</p>	<p>Mounting arrangement will be discussed during detail engineering.</p> <p>As discussed and confirmed by Bidder team, that they will provide NMS software with additional cost to TPCODL. The Bidder to ensure that the license (perpetual) shall be the property of TPCODL.</p>
15	Annexure VIII GENERAL CONDITIONS OF CONTRACT	<p>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. Associates shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company</p>	<p>Warranty for any defect shall be included in the warranty period stated in the GCC or SCC. No additional warranty under the head of latent defect</p>	<p>Bidder to comply with the GCC stated clause.</p>

16	Annexure VIII GENERAL CONDITIONS OF CONTRACT	4. Completeness:	Supply will be as per the detailed specs given by Customer	Noted
17	Annexure VIII GENERAL CONDITIONS OF CONTRACT	Clause 11.2: Facilitating Inspection	Inspection visit— Inspection charges to be borne by TPCODL	Necessary inspection as per project requirement shall be in the scope of Bidder. If any additional inspection which is not in the scope of Bidder, is required by TPCODL,
18	Annexure VIII GENERAL CONDITIONS OF CONTRACT	12.2 Right to Rejection on Receipt	LD shall not be applicable after rejection of supply	Noted, however, payment shall not be released for the same
19	Annexure VIII GENERAL CONDITIONS OF CONTRACT	13.3 Failure in Guarantee Period (GP)	LD shall not be applicable	Noted

20	<p>Annexure VIII GENERAL CONDITIONS OF CONTRACT</p>	<p>17 INTELLECTUAL PROPERTY RIGHTS If, in the course of performance of its functions and duties as envisaged by the scope of the present 17 INTELLECTUAL PROPERTY RIGHTS If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the TPCODL. All rights, with respect to, or arising from such intellectual property, as aforementioned, shall solely vest in TPCODL.</p>	<p>All pre-existing IPRs of Supplier will remain with Supplier and the rights therein shall not vest with TPCODL. Any drawings/GIDs made specifically for TPCODL, the copyright in those drawings will lie with TPCODL with Bidder retaining a license to use those drawings to execute the contract</p>	<p>Noted, however, rights for anything specifically prepared for TPCODL shall be vested to TPCODL only.</p>
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21	Annexure VIII GENERAL CONDITIONS OF CONTRACT	19.0 LIABILITY & LIMITATIONS 19.1 Liability 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.	Proposed - 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- Noted	Clause to remain as per tender document.
22	Annexure VIII GENERAL CONDITIONS OF CONTRACT	19.2 Limitation of Liability The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.	The total liability of Associate for any claims shall be limited to the Total All Inclusive Contract Value.	Clause to remain as per tender document.
23	Annexure VIII GENERAL CONDITIONS OF CONTRACT	24.1 Cancellation The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.	Any amendment or modification of any of the terms in the GCC will be mutually agreed by the parties	Noted

24	<p>Annexure VIII GENERAL CONDITIONS OF CONTRACT</p>	<p>18 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 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 TPCODL.</p>	<p>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 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 TPCODL.-shall be original</p>	<p>Clause to remain as per tender document.</p>
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25	6.0 TERMS OF PAYMENT	<p>Terms of Payment (GCC) Bills/ invoices shall mention Supplier's GST Number. TPCODL will make 100% payment within 30 days of submission of the Bill/Invoice complete in all respects and along with all the requisite documents mentioned above, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract.</p> <p>Terms of Payment (SCC): Payment shall be released, within 45 days of submission of error free Invoice duly certified by EIC/Site in charge.</p>	<p>Bills/ invoices shall mention Supplier's GST Number. TPCODL will make 100% payment within 30 days of submission of the Bill/Invoice complete in all respects and along with all the requisite documents mentioned above, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract. Whereas below terms also mentioned in tender Terms of Payment: Payment shall be released, within 45 days of submission of error free Invoice duly certified by EIC/Site in charge.</p> <p>Pls clarify which payment terms to consider</p>	<p>Terms of Payment (SCC): Payment shall be released, within 45 days of submission of error free Invoice duly certified by EIC/Site in charge</p>
26	Annexure - II Technical Specification	-	Is KEMA certification for switches is required.	Switches are IEC-61850 Kema certified and complies to IEC-61850. KEMA certification
27	Annexure - II Technical Specification	-	Make in India products for faster response and better services, mandatory.	Preferable but not mandatory
28	Annexure - II Technical Specification	-	Product should cyber security ready to meet the future proof solution	Noted
29	Annexure - II Technical Specification	-	We strongly suggest you to take the future proof product as Cyber Security and ACL are very important features in the switch.	Noted

30	Annexure - II Technical Specification	-	Please confirm whether we should include the cost of NMS (Network management software) in the products. We strongly feel that Tata Power should use this powerful tool as the network is big and with the software trouble shooting will be very easy. Also the NMS provides lot of features that is very useful for monitoring the network	Bidder to provide NMS software with no commercial implication to TPCODL.
31	Annexure - II Technical Specification	Additional Features related to redundancy/security/performance etc.	-	Any additional features which may be beneficial for the project can be provided by the bidder, however TPCODL, will evaluate the product offered by all bidder's considering and including it in the base offer.
32	Annexure - II Technical Specification	Security Features	-	All the Cyber Security features are user configurable and part of the base offerings.
33	3.1 Bid Submission	"EMD" as applicable shall be submitted. The EMD of Rs. 200,000.00 (Rupees Two Lakhs)	EMD shall be valid For 210 days or 120 Days as both mentioned in tender bid (Bank guarantee Valid for 120 days After due date of Submission)	If EMD is provided in Bank Guarantee it shall be valid for 120 days else it must be valid for 210 days, as per tender document.
	1.7 Qualification Criteria A) Supply and Supervision of Installation, Testing and Commissioning	List of latest Projects with all technical and Purchaser's details	The bidder can submit the PTR reference over letter head with customer & project details.	Bidder to submit the project reference

