

TECHNO-COMMERCIAL CLARIFICATIONS						
Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	TPNODL Remarks
1	3.5	11	Bids shall remain valid for 180 days from the due date of submission of the bid.	Bids shall remain valid for 120 days from the due date of submission of the bid.	The maximum period of validity shall be 120 days only.	As per tender Only.
2	3.9	11	The type tests specified in TPNODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	The type tests for 11kV OD VCB specified in TPNODL specifications should have been carried out within TEN years prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	Since we have not done any changes in the basic design of the said CB hence we do not envisage any repetition of type test. Therefore for 11KV Outdoor VCB we request you to accept type test reports which are more than 5 years old.	Will be discussed and finalised during Technical evaluation
3	4.6	13	TPNODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products / services being asked for in the tender and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction	Bids shall be decided on L1 basis only. Reverse auction should not be carried out. Also no negotiations manual negotiations shall be carried out after RA with the L1 bidder & order shall be placed directly at the L1 price.	As per management guidelines of said compnay, we can not participate in reverse auction. L1 bidder price shall be considered as final & no negotiations shall be carried out.	As per tender Only.
4	7.1	14	After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of 18 Months.	After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of 12 Months.	Rate contract shall be valid for a period of 12 months only.	As per tender Only.
5	7.1	14	TPNODL reserves the right to extend this RC according to the performance, quality of the material for 12 Months.	No extension shall be allowed for Rate contract. If required extension shall be done only after mutual discussion & acceptance from the manufacturer / supplier.		Will be discussed and finalised during commercial
6	7.1	14	Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPNODL.	Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to submit the drawings to TPNODL.	Since the drawings of M/s. said compnay . are already approved with TPCODL, hence a extension letter for the same shall be issued by TPNODL to expedite the process.	Drawing will be checked by TPNODL and will give approval within 2days after submission. If drawing is not approved by competent authority, vendor has to submit new drawing within 15 days for approval
7	7.1	14	Delivery period shall be 6 - 8 weeks from the approval of GTPs and drawings.	Delivery period shall be 4 months from the date of issue of clear drawing approval / manufacturing clearance whichever is later.	A reasonable time frame shall be provided for delivery of materials.	Delivery period shall be 12 weeks from the approval of GTPs and drawings.
9	7.4	14	Guarantee/Warranty Period of the supplied material shall be of 18 Months from the date of supply of material at TPNODL/as per technical specification attached separately with this tender.	As per the specifications clause no. 5.18 Page 11 of 22, the gaurantee period mentioned is 66 months from the date of receipt of complete breakers at destination store / site in good condition or 60 months from the date of satisfactory commissioning of breakers whichever is earlier. Please confirm what is the exact warranty period to be considered.	Please confirm the exact warraty period which needs to be considered.	60 months from the Supply
10	7.5	14	The payment shall be released within 45 days from the date of submission of certified bills/ invoices.	The payment shall be released within 30 days from the date of submission of invoices along with received LR.	Certification of acceptance by certified official shall be replaced by received LR. Also the payment shall be released within 30 days from the date of submission of bills instead of 45 days. This will help suppliers to maintain their cash flow.	As per tender Only.
General Conditions of contract						
11	3.9	27	Reverse Auctions	Bids shall be decided on L1 basis only. Reverse auction should not be carried out	As per management guidelines of said compnay, we can not participate in reverse auction.	As per tender Only.
12	5	28	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPNODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPNODL store/site & unloading & delivery at TPNODL stores/TPNODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	said compnay's scope shall be limited to design, engineering, manufacture, supply, shop testing at manufacturer's works, packing, loading, transportation, freight, transit insurance only.	Unloading at TPNODL site/store shall not be in bidders scope	During commercial evaluation will be discussed.
13	6	29	TERMS OF PAYMENT	The payment shall be released within 30 days from the date of submission of invoices along with received LR.	The payment shall be released within 30 days from the date of submission of bills instead of 45 days. This will help suppliers to maintain their cash flow.	As per tender Only.
14	12.5.10	37	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.	Unloading / stacking at TPNODL site/store shall not be in bidders scope	Unloading / stacking at TPNODL site/store shall not be in bidders scope	During commercial evaluation will be discussed.
15	13.1	37	Associates shall stand guarantee that the equipment and material supplied under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract, for a specific period termed as Guarantee Period(as elaborated elsewhere in this clause).	Associates shall stand guarantee that the equipment and material supplied under the contract is free from design, manufacturing, material, construction and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract, for a specific period termed as Guarantee Period(as elaborated elsewhere in this clause).	Removed the words erection & installation since same is not in our scope of supply.	Supply and supervision only

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16	13.3	38	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.	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 earlier.	Warranty period of repaired / replaced items shall be restricted to the warranty period of the original equipment supplied. No extended warranty shall be provided for repaired/replaced parts.	Can be considered
17	13.3	38	In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clauses 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.	Warranty obligations shall be exclusive remedy for Purchaser against any defects arising in the supplied products.		ok as per tender
18	13.6	38	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.	Hidden Design 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' or repair for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.		ok as per tender
19	14	39	Liquidated damages	<ul style="list-style-type: none"> •LD shall be computed under respective Purchase Orders to max. of 5% of PO value only and not on total contract value. •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. 		Can be considered
20	17	41	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPNODL will such rights as granted by Associate in intellectual property so developed.		ok
21	18	41	Indemnity (para 2)	<p>We propose following change in indemnity clause.</p> <p>The Associate assumes responsibility for and shall indemnify and save harmless the TPNODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPNODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract.</p>		As per tender Only.

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22	19	42	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.	Slight modification is requested in the clause. Notwithstanding any provision to the contrary 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 gross negligence, or willful misconduct or breach of contract.		As per tender Only.
23	22.3	47	Termination for convenience of TPNODL	In case of termination for convenience of TPC, Associate shall also be paid for the cost of work in progress along with supplies/services rendered until date of termination. Clause 24.1 is contradictory to clause 22.3, therefore 24.1 shall be deleted.		During commercial evaluation will be discussed.
24	27.b	48	TPNODL shall be the principal holder of the policy	said company shall be the principal holder of the policy	Since we have an open marine policy for pan India basis hence we can not change the principal holder of the same.	As per tender Only.
Technical Specification for 33kV and 11KV Outdoor Circuit breaker						
25	1	-	This scope covers design, manufacturing, testing at manufacturers works, supply of 33 kV and 11 KV outdoor Vacuum Circuit Breakers complete with all required accessories and supervision for installation & commissioning of these breakers in sub-transmission system of TPNODL.	This scope covers design, manufacturing, testing at manufacturers works, supply of 33 kV and 11 KV outdoor Vacuum Circuit Breakers complete with all required accessories.	Supervision of installation & commissioning shall not be in suppliers scope.	will be discussed in commercial evaluation
26	3	-	Rated continuous current : 33kV OD VCB - 1250A 11kV OD VCB - 1250A	Rated continuous current shall be as mentioned in Annexure I (Schedule of Items) Page no. 16 - For 33kV OD VCB - 1600A For 11kV OD VCB - 1600A		As per technical requirement
27	3.13.g	-	Electrical endurance : E2	Offered CB shall be suitable for E2 class without autoreclosing duty application.	Shall be suitable for E2 class without autoreclosing duty application.	Acceptable
28	3.13.k	-	Maximum closing time : 4 cycles (60 ms)	Maximum closing time : 65 ± 15 ms	Shall be as per manufacturer's type tested design.	Acceptable
29	3.13.l	-	Interrupting time (from trip coil interposing relay energization to the instant when the arcing contacts separate : 3 cycles (45 ms)	Interrupting time (from trip coil interposing relay energization to the instant when the arcing contacts separate : 45 ± 15 ms	Shall be as per manufacturer's type tested design.	Acceptable
30	3.13.s	-	Material of main contact : copper chromium, silver plated	material of main contact shall be copper chromium only.	Since the contact are inside vacuum interrupter hence silver plating is not required for the same.	Copper chromium can be considered
31	5.b	-	The over voltage caused by the circuit breaker switching on inductive or capacitive load shall not exceed 3.2 times the normal phase to neutral voltage.	The over voltage caused by the circuit breaker switching on inductive or capacitive load shall be as per relevant IS/IEC.		acceptable, as per updated IS/IEC
32	5.d	-	On the occurrence of a fault the concerned protective relay will open the circuit breaker as per its own characteristic. Thereafter, the breakers shall re-close after pre-set time delay (which shall be adjustable, say range 4 – 10 sec).	The protective relay shall be part of control & relay panel & not in scope of VCB manufacturer.		Acceptable
33	5.d.7	-	Spring charging motor shall be universal type with overload protection relay and suitable annunciation for the same	Spring charging motor shall be universal type with overload protection as per manufacturer's standard practice.	Fuse or MCB shall be provided for overload protection of spring charging motor. Same shall be discussed further during drawing approval.	Annunciation is required
34	5.d.14	-	Castle key interlock shall be provided in mechanism box.	Please clarify the required quantity of castle key interlock per CB.		2 per CB
35	5.4	-	Insulators	For 33kV OD VCB in addition to porcelain, Hydrophobic cycloaliphatic epoxy polymer (HCEP) insulators shall also be acceptable	Porcelain insulators are fragile & breakable, whereas HCEP being polymer is having better strength & life. Insulator cleaning is not required, hence no shut down. Having higher creepage of 1116mm. Overall its having lesser maintenance, hence maintenance cost is also reduced.	acceptable

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36	5.4.e	-	The terminal connectors / clamps shall be of tinned copper.	The terminal connectors shall be made up of aluminium(ACSR) as per the industry practice.		ok will be considered during technical evaluation
37	5.6h	-	The circuit diagram of Control circuit of VCB along with operating instructions (DOS / DON'T) shall be embossed on metallic plate duly laminated and the same shall be fixed on the rear door of the control cubicle from inside.	The circuit diagram of Control circuit of VCB along with operating instructions (DOS/ DON'T) shall be provided on a durable sticker and the same shall be fixed on the rear door of the control cubicle from inside.	Instead of metallic plate, durable sticker shall be provided	Acceptable
38	5.6i	-	Bidder need to provide Pre and post close trip circuit Supervision arrangement up to terminal block.	Bidder need to provide Pre and post close trip circuit Supervision arrangement up to terminal block. TCS relay shall be in scope of TPNODL	Necessary arrangement shall be provided for trip circuit supervision, TCS relay shall be in scope of TPNODL	Ok
39	5.9	-	6 Nos.bi-metallic connectors suitable for breaker terminal shall be supplied with each breaker. The connector drawing shall be approved by TPNODL.	We are considering Dog type terminal connector as mentioned in Annexure I (Schedule of Items) Page no. 16 -	Please confirm the type of Terminal connector required at the enquiry stage itself. This will help us to understand customer requirement and quote accordingly.	ok will be considered during technical evaluation
40	5.11.7	-	Manual operating handle for maintenance	Operating handle shall be inbuilt part of operating mechanism, hence no separate handle is required.		acceptable
41	5.13	-	The above tests must not have been conducted on the equipment earlier than 5 years from the date of opening of bids.	The type tests for 11kV Outdoor VCB specified in TPC specifications should have been carried out within TEN years prior to the date of opening of technical bids and test reports are to be submitted along with the bids.	Type test reports of said company make 11KV Outdoor VCB are more than 5 years old, however since we have not done any changes in the basic design of the said CB hence we do not envisage any repetition of type test. Therefore for 11KV Outdoor VCB we request you to accept type test reports which are more than 5 years old.	Will be discussed and finalised during Technical evaluation
42	5.16	-	Spares	Unit rate of spares shall be quoted by bidder. TPNODL shall place order for supply of required spares along with breaker itself.	Since it is a rate contract hence qty of CB is not defined therefore it is not possible to find out exact requirement of spares. Therefore it is required to decide qty of spares to be considered during costing.	As per tender Only.
43	5.16	-	B. Recommended Spares : The unit prices should be valid for two years from the date of issue of detail A/T.	The unit prices of spares should be valid till the period of validity of rate contract.		till warranty
44	5.18	-	The breakers to be supplied shall be guaranteed for satisfactory performance for a period of 66 months from the date of receipt of complete breakers at destination store/site in good condition or 60 months from the date of satisfactory commissioning of breakers whichever is earlier.	As per the Clause 7.4 page 14 the warranty period required is of 18 months from date of supply of material, please confirm the exact warranty terms which needs to be considered.	Please confirm the exact warranty period which needs to be considered.	warranty for 18 Months from the supply and Guarantee for 60 months from supply
45	5.20	-	Any material found short inside the packing cases shall be supplied by supplier without any extra cost.	Short supplies if any shall be reported within 5 working days from the date of receipt of material at site. Any intimation provided after this period shall not be considered.		Short supplies if any shall be reported within 30 working days from the date of receipt of material at site
46	5.21	-	The successful bidder shall provide facilities for in-plant training at no extra cost to the purchaser to at-least five engineers to be nominated by the purchaser for a period of three days (i.e. 15 man days) at his works, where the circuit breaker will be manufactured.	Only in-plant training shall be arranged by bidder. Expenses such as Travelling, loading, boarding etc of TPNODL personnel shall not be in scope of purchaser.		will be discussed.
General						
47				In case of breach of contract/PO by TPNODL which is not cured within 15 days of notice from Supplier or delay by Purchase exceeding 30 days or suspension by TPNODL beyond 30 days, Supplier shall be entitled to terminate the contract/PO. TPNODL shall pay Supplier for all Products completed or partially completed before the effective date of termination, and Supplier shall be entitled to recover any costs, expenses, loss or damage reasonably incurred as a result of such termination, including but not limited to costs of work in progress, expenses for repossession, fee collection or costs of storage during suspension.		will be discussed in commercial evaluation
48	Technical Specification - Specific Requirements Clause no.3, Point No. 13 - e)	3 of 22	Creepage Distance(minimum) - 31 kV / mm	25 kV/mm	At present in Our 36 kV PCVCB we are using CJI make Top & Bottom Porcelain Insulators with Minimum normal creepage distance is 910 mm it means 910mm/36kV =25 kV/mm. But as per attached tender requirement 31kV/ mm creepage distance is required. So in our present PCVCB we need to change the insulator with higher creepage capacity.	As per tender, you have to compile.

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49	Technical Specification - Specific Requirements Clause no.3, Point No. 13 -f,g,h)	3 of 22	f) Mechanical endurance ----- M2 M2 g) Electrical endurance ----- E2 E2 h) Re-striking class ----- C2 C2		In utilities PCVCB's are used for protection of sub-station based capacitor banks. These capacitor banks are of fixed nature i.e. they are rarely switched. More often the breaker operates only when there is a fault in the capacitor bank. The said breaker company has been tested as per the C1 class. As per standard C1 is defined as low probability of re-strike. Also during the test no re-strike was observed. Hence this proves that the breaker is suitable for switching of capacitor banks. However as stated below the breaker will be rarely called upon to switch the capacitor bank. Even if the breaker is used in an automatic power factor correction capacitor bank (APFC) it will still be used only for protection. The function of capacitor switching will be performed by a dedicated capacitor switch. Hence in this case as well, the breaker under consideration is suitable. Class C2 breakers are rarely required in a system as the breakers themselves seldom switch the capacitor banks. Hence the breaker of company.	As per tender, you have to compile.
50	Technical Specification - Specific Requirements	3 of 22	First pole to clear factor 1.5-terminal fault		Our 36 kV Outdoor PCVCB type tested for First pole to clear factor 1.5-terminal fault as per technical specification requirement.	Okay
B. For 12 kV Outdoor PCVCB :						
51	Technical Specification - Specific Requirements Clause no.3, Point No. 13 -f,g,h)	3 of 22	As per technical specification for 12 kV PCVCB breaker class need M2, E2 & C2	class, M2, E1 & C1.	As per technical specification for 12 kV PCVCB breaker class need M2, E2 & C2 but our present type tested 12 kV PCVCB having class, M2, E1 & C1. So we need to take deviation for this point.	As per tender, you have to compile.
52	Technical Specification - Specific Requirements Clause no.3, Point No. 13 -j)	3 of 22	First pole to clear factor 1.5-terminal fault	First pole to clear factor 1.3 - terminal fault.	Our 12kV Outdoor PCVCB type tested for First pole to clear factor 1.3-terminal fault instead of 1.5 . Because As per IEC 62271-100 for Effectively Earthed Neutral Grounding System First pole to clear factor 1.3-terminal fault . In all utility technical specification mentioning Earthing system is effectively / Solidly Earthed Neutral Grounding System hence we type tested our 12 kV PCVCB with First pole to clear factor 1.3- terminal fault.	As per tender, you have to compile.
53	7	124	Short time current rating for 3 Seconds - 26.3KA	VCB tested 25KA for 3Seconds	Maximum utility's TS meet as per our amendmend proposed clause so we are supplying 11kV breaker with proposed TS. Our breakers are working satisfactorily	As per our Tender Specifications only
54	13.g	124	Electrical Endurance - E2	VCB tested in E1 class		
55	13.h	124	Restriking class - C2	VCB tested in C1 class		