

**TECHNO-COMMERCIAL CLARIFICATIONS 11KV OVCB OT-203**

Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	TPNODL RESPONSE
1	3.5	10	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	10	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	12	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 company, 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.
5	7.1	13	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	13	Within 15 days of Rate Contract issuance by TPNODL, it is the responsibility of BA to get manufacturing clearance and CAT-A issued from TPNODL.	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. company . 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	13	Delivery period shall be 6 - 8 weeks from the approval of GTPs and drawings.	Delivery period shall be min. 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. Lot wise delivery shall be acceptable to M/s. TPNODL.	Delivery period shall be 12 weeks from the approval of GTPs and drawings.
<b>General Conditions of contract</b>						
8	3.9	5 of 47	Reverse Auctions	Bids shall be decided on L1 basis only. Reverse auction should not be carried out	As per management guidelines of company, we can not participate in reverse auction.	As per tender Only.
9	5	7 of 47	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.	company'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.
10	12.5.10	15 of 47	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.
11	13.3	16 of 47	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
12	13.3	16 of 47	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

**TECHNO-COMMERCIAL CLARIFICATIONS 11kV OVCB OT-203**

Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	TPNODL RESPONSE
13	13.6	17 of 47	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
14	14	17 of 47	Liquidated damages	<ul style="list-style-type: none"> <li>LD shall be computed under respective Purchase Orders to max. of 5% of PO value only and not on total contract value.</li> <li>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.</li> </ul>		Can be considered
15	18	19 of 47	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 <del>under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed</del> 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.
16	19	12 of 47	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 <b><i>unless caused by Associate's negligence, willful misconduct or breach of contract.</i></b>	<p>Slight modification is requested in the clause.</p> <p>Notwithstanding any provision to the contrary <del>Except for any specific liability which may be identified in the Contract and which may be payable hereunder</del>, 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 <b>gross</b> negligence, <b>or</b> willful misconduct <del>or breach of contract.</del></p>		As per tender Only.
17	22.3	24 of 47	Termination for convenience of TPNODL	<p>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.</p> <p>Clause 24.1 is contradictory to clause 22.3, therefore 24.1 shall be deleted.</p>		During commercial evaluation will be discussed.
18	27.b	25 of 47	TPNODL shall be the principal holder of the policy	company shall be the principal holder of the policy	Since we have a open marine policy for pan India basis hence we can not change the principal holder of the same.	As per tender Only.

**TECHNO-COMMERCIAL CLARIFICATIONS 11kV OVCB OT-203**

Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	TPNODL RESPONSE
<b>Technical Specification for 11KV Outdoor Circuit breaker</b>						
19	1	-	This scope covers design, manufacturing, testing at manufactures works, supply of 11 KV outdoor Vacuum Circuit Breakers complete with all required accessories and <b>supervision for installation &amp; commissioning of these breakers in sub-transmission system of TPNODL.</b>	This scope covers design, manufacturing, testing at manufactures works, supply of 11 KV outdoor Vacuum Circuit Breakers complete with all required accessories.	Supervision of installation & commissioning shall not be in suppliers scope.	COMPLY AS PER SPECS
20	3	-	Rated continious current : 11kV OD VCB - 1250A	Rated continious current shall be as mentioned in Annexure I (Schedule of Items) Page no. 15 : For 11kV OD VCB - 1600A		RATED CURRENT SHALL BE 1600A
21	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, as per the previos supplied & approved with TPNODL	OK
22	3.13.k	-	Maximum closing time : 4 cycles (60 ms)	Maximum closing time : 65 ± 15 ms	Shall be as per manufactures type tested design.	Maximum closing time : 65 ± 10 ms
23	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 manufactures type tested design.	Interrupting time (from trip coil interposing relay energization to the instant when the arcing contacts separate : 45 ± 15 ms
24	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.	comply as per requirement
25	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.		comply as per specs
26	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.		OK
27	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 manufactures standard practice.	Fuse or MCB shall be provided for overload protection of spring charging motor. Same shall be discussed further during drawing approval.	Comply as per Spec. We want MCB
28	5.d.14	-	Castle key interlock shall be provided in mechanism box.	Please clarify the required quantity of castle key interlock per CB.		2 nos.
29	5.4	-	Insulators	For 33kV OD VCB in addition to porcelain, Hydrophobic cycloaliphatic epoxy polymer (HCEP) insulators shall also be acceptable	Porcelain insulatos are fragile & brekable, whereas HCEP being polymer is having better strength & life. Insulator ccleaning is not required, hence no shut down. Having higher creepage of 1116mm. Overall its having lesser maintenance, hence maintenance cost is also reduced.	OK
30	5.4.e	-	The terminal connectors / clamps shall be of tinned copper.	The terminal connectors shall be made up of alluminium(ACSR) as per the industry practice.		COMPLY AS PER SPECS
31	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	COMPLY AS PER SPECS
32	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 provied for trip circuit supervision, TCS relay shall be in scope of TPNODL	OK
33	5.11.7	-	Manual operating handle for maintenance	Operating handle shall be inbuilt part of operating mechanism, hence no separate handle is required.		OK
34	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 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 repitation of type test. Therefore for 11KV Outdoor VCB we request you to accept type test reports which are more than 5 years old.	OK

**TECHNO-COMMERCIAL CLARIFICATIONS 11kV OVCB OT-203**

Sr. No	Clause ref.	Page no	Requirement as per Tender	Amendment proposed	Justification	TPNODL RESPONSE
35	5.16	-	Spares	Unit rate of spares shall be quoted by bidder. TPNODL shall place order for supply of required spares along with breaker it self.	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.	10% of Spares of Total quantity. Spare list will be shared during commercial evaluation
36	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.		comply as per specs
37	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 13 the warranty period required is of 60 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.	comply as per specs
38	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.		comply as per specs
39	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.		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.

1	3.9 Type Tests			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.	(i) As per CEA guidelines issued in May 2020, validity period of type test reports for circuit breakers has been increased to 10 years.	ok
					(ii) And As per guidelines by Ministry of Power, the validity of type test reports expiring during pandemic have been extended till 30/09/2022.	ok
2	5.13 Type Tests Pg 10 of 22			The above tests must not have been conducted on the equipment earlier than 5 years from the date of opening of bids.	We request customer to consider type test report validity accordingly.	comply as per specs
3	3. Specific Requirements – SI no 13(g) Pg 2 of 22			Electrical endurance - E2 class	We understand that E2 endurance test is basic short circuit test duties as per IEC, without any intermediate maintenance. Hence, we shall be submitting reports for E1 endurance i.e, basic short duties test.	NOT ACCEPTED. COMPLY AS PER SPECS.
					Customer is requested to kindly accept.	