

**Replies to Pre-Bid Queries: "SUPPLY OF 11KV & 33KV VACUUM CIRCUIT BREAKER" (Tender no. TPCODL/P&S/1000000118/2021-22)**

S. No.	Clause No.	Page No.	Tender Description	Bidder's Query / Clarification	Bidder's Justification	TPCODL 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
2	4.6	13	TPCODL 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 ABB, we can not participate in reverse auction. L1 bidder price shall be considered as final & no negotiations shall be carried out.	As per tender
3	7.3	13	Delivery period shall be 8 weeks from the approval of GTPs and drawings or issue of Release Order, whichever is later.	Delivery period shall be min. 12 - 14 weeks 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.	This shall be as per Tender Specification
4	7.5	13	The payment shall be released within 30 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 receipted LR.	Certification of acceptance by certified official shall be replaced by receipted LR.	As per tender
5	3.6	-	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	Since the load requirement is increasing day by day, hence we request M/s. TPCODL to go for higher rating of CB's of 1600A for both 11kV & 33kV OD VCB	1600Amp Breaker may be offered against our requirement, if there is no cost implication. Our Specification demands 1250 Amp CB.
6	3.Minimum clearances, 13.a, 13.b, 13.c & 13.d	-		Minimum clearances such as Between phases, between live parts & ground; Phase to earth etc shall be as per manufacturer's type tested design.	Since the breakers are type tested as per latest IS/IEC standards hence the dimensions shall be suitable for application.	Accepted as per Latest IS/IEC Standard
7	3.13.g	-	Electrical endurance : E2	Offered CB shall be suitable for E2 class without autoreclosing application duty.	Shall be suitable for E2 class without autoreclosing duty application & as per last supplies made to TPCODL.	This shall be as per Tender Specification
8	3.13.m	-	Maximum break time : 3 cycles (45 ms)	Maximum break time : 45 ± 15 ms	Shall be as per manufacturer's type tested design.	Accepted
9	3.13.n	-	Maximum closing time : 4 cycles (60 ms)	Maximum closing time : 65 ± 15 ms	Shall be as per manufacturer's type tested design.	Accepted
10	3.13.t	-	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.	It is acceptable based on supporting document
11	5	-	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.		Accepted
12	6.4	-	The capacity of breaker to interrupt inductive and capacitive currents shall be indicated in the offer	The offered CB shall be suitable for single capacitor bank switching application only.		Data needs to be furnished as per Tender requirement

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13	6.7	-	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 manufacturers standard practice.	Fuse or MCB shall be provided for overload protection of spring charging motor. Same as per last supplied & Apd. with TPCODL	Add On Block of MCB to be used for Annunciation, in case Spring charging Motor MCB Trips.Wiring upto Breaker control TB in scope of Bidder.
14	7	-	To know the residual life of vacuum interrupter, an indicator to indicate the status of contact erosion shall be provided.	Contact erosion indicator shall not be provided.	Since in ABB make vacuum interrupters the contacts are made of hard copper which does not get set during its entire life span hence contact wear indicator is not required for ABB make vacuum interrupters.	Accepted
15	7	-	All contacts shall be silver coated	Contacts shall not be silver coated	Since the contact are inside vacuum interrupter hence silver plating is not required for the same	Supporting document is required to prove that life of interupter is not compromised
16	11	-	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.	This shall be as per Tender Specification
17	13	-	Necessary double compression type cable glands for the cables of the operating mechanism shall be provided. The cables used for operation are all un-armoured 2.5 sq. mm copper control cables of 1100 V grade. The cable glands shall be suitable for 1 no. 8 core and 2 nos. 4 core cables and cables as per site requirements.	Cable glands shall not be in ABB's scope of supply.		Accepted
18	13	-	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	Accepted
19	16	-	6 Nos. Terminal bi-metallic connector suitable for shall be informed by CESU and to be supplied with each breaker.	Please confirm exact type of terminal connector required.	We shall be considering Dog type Terminal connector as per the last supplies made to TPCODL	This shall shall be as per tender Specification. Size to be specified during detailed Engineering
20	18.7	-	Manual operating handle for maintenance	Operating handle shall be in built part of operating mechanism		Accepted

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21	20	-	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 ABB 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.	Accepted
22	28	-	Any material found short inside the packing cases shall be supplied by supplier without any extra cost.	Intimation of any short supply shall be provided to supplier within 10 working days from the date of receipt of material at site. Any intimation provided after this period shall not be considered.		(30 days) Accepted
23	29	-	However, the supplier shall provide for suitable facilities for lodging and boarding as well as to and fro transport to place of training.	Facilities for lodging and boarding as well as to and fro transport to place of training for trainee shall not be in scope of supplier.	Supplier shall be responsible for only providing training to customer engineers at his plant. Traveling, lodging & boarding etc. shall not be in supplier scope.	As per tender
24	3.9	6	Reverse Auctions	Bids shall be decided on L1 basis only. Reverse auction should not be carried out	As per management guidelines of ABB, we can not participate in reverse auction.	As per tender
25	5	6	Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.	ABB'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 TPCODL site/store shall not be in bidders scope	As per tender
26	6	7	TERMS OF PAYMENT	The payment shall be released within 30 days from the date of submission of invoices along with receipted LR.	Certification of acceptance by certified official shall be replaced by receipted LR.	As per tender
27	12.5.10	13	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.	Unloading / stacking at TPCODL site/store shall not be in bidders scope	Unloading / stacking at TPCODL site/store shall not be in bidders scope	As per tender

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S. No.	Clause No.	Page No.	Tender Description	Bidder's Query / Clarification	Bidder's Justification	TPCODL Response
28	13.1	14	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.	As per tender
29	13.3	14	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 warrantee shall be provided for repaired/replaced parts.	As per tender
30	13.3	14	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.		As per tender
31	13.6	15	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.		As per tender

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32	14	15	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, TPCODL shall first exhaust the LD max limit before resorting to any other remedy available under the contract.</li> </ul>		As per tender
33	17	17	Intellectual Property Rights	Any intellectual property developed or acquired by Associate during course of contract shall be owned by Associate. TPCODL will such rights as granted by Associate in intellectual property so developed.		As per tender
34	18	18	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 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.</p>		As per tender

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35	19.1	18	<p><b>Limitation of Liability :</b>                      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>unless caused by Associate's negligence, willful misconduct or breach of contract.</b></p>	<p>Slight modification is requested in the clause. 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>		Noted
36	22.3	22	Termination for convenience of TPCODL	<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.                      Clause 24.1 is contradictory to clause 22.3, therefore 24.1 shall be deleted.</p>		As per tender
37	27.b	23	TPCODL shall be the principal holder of the policy	ABB India Ltd 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
38				<p>In case of breach of contract/PO by TPCODL which is not cured within 15 days of notice from Supplier or delay by Purchase exceeding 30 days or suspension by TPCODL beyond 30 days, Supplier shall be entitled to terminate the contract/PO. TPCODL 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.</p>		As per tender
39	Technical Specifications, Clause no. 6	110/164	Spring charging motor shall be universal type with overload protection relay and suitable annunciation for the same	MCB with add-on block shall be provided for overload Relay & annunciation for the same for external use purpose. Please confirm		Accepted Aux Contact of MCB to be wired up to Breaker TB

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40	2	2	Applicable Standards	Only latest applicable IS/IEC Standards may be mentioned	Most of the IS/IEC Standards listed in this clause do not exist or are withdrawn or are replaced or are superseded. Our equipment would comply only with the latest applicable IS/IEC Standards. Please clarify.	Latest Ammendments/Revisions to be followed
41	5.1	5	Aux. Voltage for Protection Relays – 24V DC	Clarification required	In Cl. 9.1 in page 100, it is specified that ' <i>Power supply modules from 48 to 250 V DC +/- 20 % shall be available</i> '. These two clauses are contradicting. Please clarify.	Aux. Voltage for Protection Relays : 24V DC
42	6.4 (i)	5	Accuracy class – Core-I – Class 0.2S	Clarification required	Voltage Transformer cannot have an accuracy class of Class 0.2S. It can only be Class 0.2. Please clarify.	Accuracy Class 0.2 for PT
43	7.1	6	Current Transformers - For Metering and Protection - As per SLD	Clarification required	We could not find any SLD attached. Please clarify.	Standard SLD 21C,60/G,1BC,2BPT Details in Engineering Stage (Ratio Reqd:)
44	7.1.2 (i)	6	Core -I - 0.2S , 10VA; Isf < 5	Clarification required	Only a digital multifunction meter is connected to this CT. The current coil burden of the meter is less than 0.2VA. A 10VA CT for the given application will affect the accuracy of the CT. Please clarify.	VA sizing shall be as per tender spec
45	7.1.2 (ii)	6	Core -II - 5P20, 10 VA	Clarification required	Only a BCPU is connected to this CT Core. The current coil burden of any BCPU is less than 2VA. A 10VA CT for the given application will affect the accuracy of the CT. Please clarify.	VA sizing shall be as per tender spec
46	7.3 (ii)	6	Core- III - 5P20, 10 VA (For Differential Protection)	Clarification required	For differential protection, normally a Class PS CT is specified. Please clarify.	PS Class for Core-III
47	4.1 (3)	6	The enclosure shall have complete protection against approach to live parts or contact with internal moving parts (IPH 6) as per IS:3427.	Clarification required	IS 3427 is not a valid Standard. Also, in Cl. 4.1 (14), of the specifications, it is specified that the "Switch board shall be designed for IP 5X". This is contradicting. Please clarify.	This shall be as per Tender Specification.
48	4.3 (f)	9	The breaker operating duty shall be 0-0.3"-CO-3"-CO	Clarification required	As per Standard, this can only be 0-0.3"-CO-3"-CO. Please clarify.	It shall be 0-0.3sec-CO-3min-CO

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49	4.5 (8)	11	The TTB details are as follows: 50 Amps	Clarification required	We presume that this is 5A instead of 50A. Please clarify.	Test Terminal Block (TTB) as per Tender Specification are being supplied by Manufacturers
50	4.6 (3)	11	The VTs shall have an over-voltage factor of 1.9 for 30 seconds, and an accuracy class of 0.2S from 10% to 120% of normal voltage.	Clarification required	Voltage Transformer cannot have an accuracy class of Class 0.2S. It can only be Class 0.2. Please clarify.	0.2 Accuracy class
51	25.0 (3)	30	Applicable Standards	Clarification required	Most of the IEC Standards listed in this clause are replaced or are superseded. Our equipment would comply only with the latest applicable IS/IEC Standards.	Latest Ammendments/Revisions of IS/IEC to be followed
52	5.0 (15)	32	The relay should conform to the requirements of IS:3231 / IEC60255 standards ....	Clarification required	IS 3231 is not a valid Standard.	Latest Ammendments/Revisions of IS/IEC to be followed
53	8	33	Tests:	Clarification required	Most of the IS/IEC Standards listed in this clause do not exist or are withdrawn or are replaced or are superseded. Our equipment would comply only with the latest applicable IS/IEC Standards.	Latest Ammendments/Revisions to be followed
54	3 (13) (o)	109	Auxiliary supply for spring charging motor ...	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
55	4	109	STANDARDS	Clarification required	Most of the IS/IEC Standards listed in this clause do not exist or are withdrawn or are replaced or are superseded. Our equipment would comply only with the latest applicable IS/IEC Standards.	Latest Ammendments/Revisions to be followed
56	5	109	The circuit breaker shall be of porcelain clad vacuum type.	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification



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57	6 (7)	110	Spring charging motor shall be universal type	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
58	6 (8)	110	The circuit breaker shall have mechanical spring charging provision also.	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
59	8	111	The offered GI structures for breakers to be supplied by the bidders should have provision and adequate strength to accommodate 3 numbers 33KV/11KV CTs on it after provision of suitable supports from ground.	Clarification required	We can provide VCB Bushing Embedded Dry Type Epoxy Resin Cast CTs, in lieu of Outdoor, Oil-cooled CTs.	This Shall be as per Tender Specification
60	11	112	The basic insulation level of the Insulator and insulating porcelains shall be as specified and porcelain shall be homogenous and free from cavities and other flaws	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification

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61	12	112	The operating mechanism shall be of the spring charging type	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
62	12	112	The operating Mechanism should be motor operated spring charged type preferably without chain drive.	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
63	18 (1)	114	Motor operated spring charged mechanism (Motor voltage – 230 V AC)	Clarification required	We propose to supply our 3 Pole Gang-operated, Compact, Outdoor, Permanent Magnetic Actuator Operated Vacuum Circuit Breakers (PMA VCB), with Hydrophobic Cycloaliphatic Epoxy Resin Insulated Bushings, in place of Spring Operated, Porcelain-clad VCBs. Our above PMA VCBs are fully type tested as per relevant IS/IEC Standards.	This Shall be as per Tender Specification
64	20	115	Type test certificates on VCB for the following tests, strictly as per IS 13118	Clarification required	IS 13118 not a valid Standard.	IS 62271 part-100
65	21	116	Immediately after finalization of the programme of type testing, the manufacturers shall give, fifteen days advance intimation to the owner, to enable him depute his representative for witnessing the tests.	Clarification required	Type Tests have already been conducted and Type Test Reports will be submitted. There is no further programme for any type testing. Please clarify.	Type Test of the quoted Equipment shall be submitted during Technical Evaluation Stage