

Tender Ref: T7E1R16080 (NIT 39625)

Clarifications/Resolutions to various pre-bid queries

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Sl. No.	Commercial Terms	Vendor Query, Requests	BHEL Reply:
A	Queries raised during Pre-Bid Meeting		
01	Payment for Indigenous bidders	Requested LC payment	Payment terms shall remain same as per clause 13.1.1 of VOLUME-IB (SCC) of NIT terms.
02	Penalty Clause	Requested maximum penalty up to 5% only.	Penalty Clause shall remain same as per clause 13.2 of VOLUME-IA (GCC) of NIT terms.
03	Exchange Rate Variation (ERV) (For Indigenous Bidder Quotes in INR)	70% of the quoted amount should be protected with exchange rate variation.	60% of the quoted amount shall be covered under currency protection. $PVC = [(P1/P0) \times 0.60] + (0.40) - 1 \times QP$ P0-Exchange Rate (TT selling rate of SBI) of USD into INR at the time of TBO P1-Exchange Rate (TT selling rate of SBI) of USD into INR at the time of Indigenous LR date. QP-Quoted Price.
04	No provision of advance Payment	10% Advance payment (Interest Free)	Bidders can avail advance payment up to 5 % which shall be interest bearing and secured through Bank Guarantee/s issued from BHEL list of consortium banks (list enclosed) and shall be limited to the 5% of the PO Value. Interest rate shall be the base rate of SBI (on the date of release of advance) Plus 6%. The bank guarantee shall be 110% of the value of advance. The entire advance along with interest shall be recovered first from the bills before commencing any payments. Please refer clause no. 42 (Newly added) of Volume-IB (SCC) Rev: 01

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05	Delivery Schedule	Bidders requested Delivery Schedule of 12 Months	Delivery schedule has been revised as follows and incorporated in Volume-IB (SCC) REV: 01:- Indegenous suppliers: Delivery Period shall be 12 months from date of PO up to material receipt at site. Proof of delivery to be submitted. Please note that confirmed delivery period indicated, includes the approval of Drawings/ QAP /Inspection/Transport / Material - Receipt at Site, etc. Foreign suppliers: Delivery Period shall be 11 months from date of PO up to material receipt at Mumbai/Chennai Sea port. The final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date.
06	Due date of tender	Bidders requested Extension of due date of tender to 3 Weeks from the closure of all Pre-Bid queries.	Due date of Bid submission shall be extended upto 17.08.2018.
07	Divisible contract for indigenous bidders	Bidders requested for Split contract, One for Indigenous supply and other for imported supply.	Indigenous bidders to quote in INR as per instructions. Divisible contract/split contract is not allowed.
08	Performance testing and obtaining site certification regarding satisfactory performance as per Specification, where applicable and as	Performance testing applicable or not.	To be followed as per specification PY51350 Page 12 to 16 Refer 8.3.3.

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	prescribed in the Contract documents and/or mutually agreed upon by BHEL/ Purchaser and the Contractor(As per GCC 5.7)		
09	Quotation can be done inclusive of Freight.	Vendor to quote Ex-works Price (with Freight Extra in Vendor scope)	Terms of delivery indicated was FOR-works; Now it has been revised to Ex-works (with Freight Extra in Vendor scope)
B	Queries raised via emails		
10	Integrity Pact	Presumed that Integrity Pact Agreement is not applicable for this tender as the Notice	Applicable; Please see clause 11.0 & Special notes 12.0 of NIT Covering Document for details.
11	Cost of tender	Cost of tender not specified in the document.	NA
12	Online bids submission	How will be the online bids submitted in reverse auction?	Please refer reverse auction guidelines as available on www.bhel.com ; Before start of the reverse auction, our service provider will inform you login ID , password & train you how to bid
13	Delivery Period	Delivery Period duration given is upto commissioning and handover?	E&C not in scope of bidder. Delivery indicated is for supply, Refer clauses 9.1, 31.0 of Volume-1B (SCC) for delivery period & terms of delivery.
14	Integrity Pact Agreement	In case this Integrity Pact is applicable, the Bidder reserves their rights to modify the Integrity Pact in line with their	No modification is allowed for content of integrity pact.

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		corporate guidelines in the event it is required to be entered into	
15	Affidavit Format	Affidavit Format 1 - Clause 2 of the Indemnity Bond cum Undertaking states that "In this connection, we hereby agree and undertake to furnish you proof of payment of GST, which includes the above mentioned GST amount" Clause to be suitably rephrased so that "the GST Invoices by the firm/Company on BHEL being displayed on the GSTN portal" would be sufficient "Proof of payment of GST" to BHEL.	The GST amount on gross value of each invoice shall be claimed by the bidders along with the first stage payment by submission of GST invoice as mentioned above. However, the amount of GST shall be paid only upon confirmation of the following: a) The bidder declaring the invoice in his GSTR-1 and b) Confirmation of payment of GST thereon by bidder on GSTN Portal. Please refer clause 8.1 of 31.0 of Volume-1B (SCC). c) However, BHEL may release GST amount at its discretion on receipt of Indemnity Bond cum undertaking as per enclosed format from bidder GST on PENALTY: In case of LD/Penalty recovery, the applicable GST on penalty is also recoverable. Please refer clause no. 40 (Newly added) of Volume-IB (SCC) Rev: 01
16	Terms of Delivery for Offshore equipment	Terms of Delivery for Offshore equipment	As per clause no. 9.1 of Volume-1B (SCC)
17	Reverse Auction-Online sealed bid.	Bidder can have right to maintain the price quoted in price bid during online sealed auction of reverse auction.	Please refer reverse auction guidelines as available on www.bhel.com ;

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18	Clarity on: Billed To & Shipped To	Clarity on: Billed To & Shipped To	Please refer clause 8.1 of Volume-1B (SCC)
19	Protection on any change in current duty structure for imported supplies	Request for protection on any change in current duty structure for imported supplies	Bidders quote shall include all applicable import duties in case of imports.
20	CPBG Format	Requested CPBG format	Enclosed
21	PBG format	Requested PBG format	Enclosed
22	Exchange rate adjustment for imported components (both USD and EUR currencies) for quotes in INR	Requested for currency protection for imported items	Please refer clause no. 41 (newly added) of Volume-IB (SCC) Rev: 01
23	TPI scope - in India and outside India	TPI scope - in India and outside India	Clauses 23.1, 23.2 of Volume-IB/SCC are clarified as follows:- For Indigenous place of inspection: BHEL/ BHEL nominated TPIA/ End User/ End Users' representative may inspect Equipment/ Material as per Technical specification/ Approved Drawing/ Approved Datasheet/ Approved Quality Assurance Plan. Supplier shall send inspection call on prescribed format through online (http://cqir.bhel.in). Inspection charges will be borne by BHEL. For Foreign place of inspection: Inspection shall be done by Lloyds/TUV-SUD/TUV-NORD /Bureau Veritas /DNV/CEIL. The charges for the same shall be included in the quoted price. TC's shall be submitted to BHEL for review.