

Replies to the Clarifications sought by Bidders on Tender for "Engagement of Professional Consultant for Implementation of GST in BHEL"

Pre-Bid Meeting Held on 12th December 2016 14: 30 Hrs at BHEL House Siri Fort New Delhi 110049

Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
1	Information about bidders Section 2, clause 2.15, page 9 of tender document	For supporting the revenue declared for Financial Criteria, audited financials are required to be submitted. We would request to consider a certificate from the statutory auditor of the bidding entity certifying the annual revenue/ turnover for the preceding 3 financial years. Request if this can be accepted for evaluating the eligibility. It would be extremely challenging for us to bid if the original condition of submission of audited financials is retained.	Terms & conditions of the Tender document shall prevail.
2	Scope of work Section 4, clause 1(7,)page 12 of tender document	The language used in the point is to suggest migration plan before enactment of GST Law. In place of this, the language should be, to suggest the migration plan before going live in GST regime or within certain time period like 30 working days.	As per section 4.0 Point No A (page 11 of the tender document), draft report shall in addition to covering other aspects also include action points on transition provisions. For timeline of submission of draft reports, section 4.0 Point A(i) and (ii) (page 11 of the Tender document) may be referred which is self explanatory.



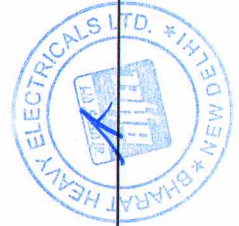
Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
3	Timelines & deliverables Section 4, clause 1('C) page 12 of tender document	The clause suggests to update the final report every time there is a change in the law. The consultant should be allowed to issue a supplementary memo to the final report to address the amended provisions in place of updating the old report .	Post acceptance of final reports, changes if any, may be incorporated in the report and submitted in soft form duly highlighting the changes.
4	Timelines & deliverables Section 4, clause 2('C) page 13 of tender document	The clause requires to draft/ file the representations on identified issues and attend meetings with appropriate authorities to discuss the issue. The number of meeting should be fixed or the fee should be per issue/ meeting (just like number of days of training).	Terms & conditions of the Tender document shall prevail.
5	Timelines & deliverables Section 4, clause 4 page 13 of tender document	The clause deals with the representations of issues before the management, when required by the management. The number of representation should be fixed.	Terms & conditions of the Tender document shall prevail.
6	Scope of work Section 4, clause 6 page14 of tender document	The clause states that consultant to discuss with the customers of BHEL. The provision of service should be restricted to the BHEL only. The clause of dealing with customers of BHEL should be removed.	Terms & conditions of the Tender document shall prevail.



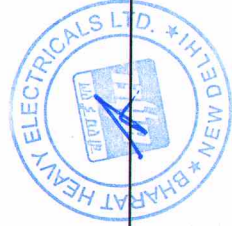
SI no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
7	Timelines & deliverables Section 4, clause 6 page14 of tender document	The clause deals with turn around time of consultant on the query of BHEL. The minimum turn around time should not be lower than 2 working days.	Terms & conditions of the Tender document shall prevail.
8	Milestone Section 14, clause 14.2, page 21 of tender document	Payment terms are linked to the acceptance of the report by BHEL. The clause should be amended and payment terms should be linked with issue of draft report. As delay on the part of management will result in delay in payment to consultant.	Terms & conditions of the Tender document shall prevail.
9	payment terms section 14, clause 14.3 page 22 of tender document	The clause mentioned about the some protocol. The protocol should be communicated to the consultant before entering into the agreement	Protocol format shall be provided to successful bidder after the award of work.
10	Confidentiality clause Section 15, clause 15.2,page 22 of tender document	The clause mentioned about the NDA to be signed. Format needs to be shared with the consultant to obtain the risk clearance.	NDA format shall be mutually discussed and finalised with the successful bidder after the award of work.



Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
11	General Section 26, Clause 26.6, page 26 of tender document	The requirements with respect to the resources is very high as it is required that 50% of the team should have more than 10 years of experience. This should be left for the consultant to decide as he is responsible for quality. Offsite work should also be allowed based on the assessment and discretion of consultant.	Terms & conditions of the Tender document shall prevail.
12	Supporting documents to be submitted by the bidder for pre-qualification Section 5, Clause 1(1), page 15 of tender document	Copy of (client related work order) award should be allowed to be shared post winning the bid not at the time of bid due to confidentiality issues.	Terms & conditions of the Tender document shall prevail.
13	-	Inclusion sought in Contract/Bid Terms BHEL shall indemnify and hold harmless Deloitte from all third party claims, liabilities, losses, damages, costs or expenses except to the extent finally judicially determined to have resulted primarily from the intentional misconduct or fraud of Deloitte or its personnel.	No other terms & conditions except mentioned in the tender document shall apply.



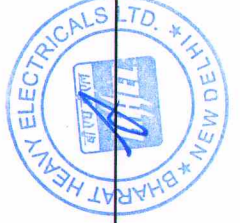
Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
14	-	<p>Inclusion sought in Contract/Bid Terms</p> <p>BHEL shall not disclose to any third party the advice, opinions, reports or other work product of Deloitte provided hereunder without the express written consent of Deloitte, except where applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure.</p>	<p>No other terms & conditions except mentioned in the tender document shall apply.</p>
15	-	<p>Inclusion sought in Contract/Bid Terms</p> <p>Notwithstanding anything to the contrary stated anywhere in the Contract or any terms, Deloitte shall not, in any event, be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to Contract or the Services.</p>	<p>No other terms & conditions except mentioned in the tender document shall apply.</p>



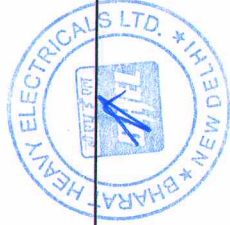
SI no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
16	-	<p>Inclusion sought in Contract/Bid Terms</p> <p>Deloitte Haskins & Sells LLP ('Deloitte') may seek the assistance from other Deloitte member firms in performance of the Services. Deloitte shall remain responsible for any services performed by such Deloitte member firms.</p>	<p>No other terms & conditions except mentioned in the tender document shall apply.</p>
17	-	<p>Inclusion required in Contract/Bid Terms</p> <p>Notwithstanding anything to the contrary stated anywhere in the Contract or any terms, Deloitte's aggregate liability under this Contract or in connection with the Services shall not exceed the fees paid to Deloitte for the Services except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of Deloitte .</p>	<p>No other terms & conditions except mentioned in the tender document shall apply.</p>
18	<p>Bullet point 5 on Page 5 of 39</p>	<p>All bidders to give their acceptance for participation in RA Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>Confirmation is required whether to use any format or a Self-Declaration will work</p>	<p>Annexure B (page no 28) of the Tender document carries a general decalaration regarding RA which may be referred to.</p>



Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
19	Point 6(a) on Page 17 of 39	<p>The successful bidder shall be required to furnish security deposit before start of the work but not later than 7 days of acceptance of award of work. The total amount of Security Deposit will be 5% of the contract value.</p> <p>Confirmation is required whether EMD or cost of document is required or not for filling the bid.</p>	As per the terms & conditions of the tender document, EMD is not required to be submitted and cost of the tender document is also NIL.
20	Point 9.2 on Page 20 of 39	<p>Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Process Compliance form" (to the designated service provider) as well as 'online sealed bid' in the Reverse Auction. Non submission of "Process Compliance form" or 'online sealed bid' by the agreed bidder will be considered as tampering of the tender process and will invite action by BHEL as per extent guidelines for suspension of business dealing with the bidder.</p> <p>Confirmation is required on which format to be used while filling process compliance form and when it needs to be submitted.</p>	In case reverse auction is opted by BHEL, process compliance form shall be provided to all the techno commercially qualified bidders.



SI no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
21	Point No. 7 on Page 12 of 39	<p>To suggest migration plan before enactment of GST law for smooth transition from pre GST regime to GST regime including action points for CENVAT/VAT credits, raising of invoices, reverse charge cases, refunds etc.,</p> <p>Please confirm whether a screen by screen mapping of IT impact is required to be reported.</p>	Section 4.0, point no 1 (4) (page number 11) of tender document may be referred.
22	Clause 4 on Page 11 of 39	Please clarify if any portion of the scope requires assistance from a Supply chain or IT advisory standpoint	Section 4.0, point no 1 (4) (page no. 11) of tender document may be referred.
23	Clause 4 of tender document Scope of work GST Implementation Assistance	i) Is there any need to visit any of the manufacturing units apart from the training workshop?	The Terms & conditions of Tender document are explicit in this regard. Section 26, clause 26.2 (page no 25 & 26) of the tender document may be referred.



Sl no	Reference of Tender Document	BIDDER'S QUERY	Reply from BHEL
24	Clause 5 of Tender document Pre-qualifying criteria 1. Experience	i) Is there any minimum value for the work order? ii) Can seven of the work orders be of the same entity?	i) As per section 5.0, Sl no 1 (page no 15) of the tender document, there is no minimum value of work order envisaged. ii) Section 5.0, Sl no 1 (page no 15) of the tender document may be referred which provides that " <i>Out of 10 works orders at least 4 work orders should be from different entities having turnover equal to or more than Rs. 7500 crores during the year of award of such work-orders</i> ".
25	Price Bid	i) Whether out of pocket expenses (travel and stay) for training is extra?	The Terms & conditions of Tender document are explicit in this regard. Section 7, clause 7.2 (page no 18 & 19) of the tender document may be referred.

