



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:MIS-Q1981:TCN-03

Date: 21-09-2019

Sub	Tender Change Notice (TCN) - 03	
Job	Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only	
Ref	1.0	Tender no PSER:SCT:MIS-Q1981:19
	2.0	BHEL's NIT, vide reference no PSER:SCT:MIS-Q1981: 7557, Date: 13-09-2019
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:MIS-Q1981:TCN-01, Date: 17-09-2019
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:MIS-Q1981:TCN-02, Date: 20-09-2019
	5.0	Other References, if any.

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. Clarification to bidder's queries as per attached Annexure-A.
2. Revised 'No deviation certificate' is attached. Bidder to submit 'No deviation certificate' as per attached format only.
3. All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

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ANNEXURE-A

JOB: Rate Contract for Inspection of Purchased and Bought-out Items ordered by BHEL from all over India (for Indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only

Sub: Clarification to bidder's queries

Ref.: Enquiry No.: PSER:SCT:MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
A 01	NIT clause 1 Sl. no. xi on page 2 of 25	Integrity Pact & Details of Independent External Monitor (IEM) - Applicable	While clause 1 Sl. No. xi indicates Integrity Pact Agreement applicable, clause 5 Sl. No v indicates Integrity Pact Agreement Not applicable. Please confirm which is correct	REFER TCN 01
A 02	NIT Clause 5 Procedure for Submission of Tenders Sl. No v on page 3 of 25	Integrity Pact Agreement (Duly signed by the authorized signatory) – Not applicable		
A 03	NIT clause 1 Sl.no. VII and VIII on page 1 of 25	EMD Amount Rs. 22,49,800/- Cost of Tender Rs. 10,000/-		
A 04	NIT Clause no. 27 page 7 of 25	MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EMD certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C Documents should be notarized or attested by a Gazetted officer	We are a Small Scale service enterprise as per UAM attached. Please confirm that we exempted from payment of EMD as other PSUs and Government organizations consider UAM as valid document for waiver of cost of tender and EMD. Also find attached copy of EMD waiver confirmed by BHEL PE&SD for the tender.	Shall be in compliance with Government of India notifications & extant guidelines.
A 05	Pre Qualification Criteria Annexure 1 Sl. 1.1 Note II on Page 10 of 25	Bidder shall furnish valid documentary evidence as Audited Balance sheet (Asset and Liability statement) and Income statement (P&L statement) of last Three Financial Years ending on 31-03-2019 or corresponding financial year followed by the bidder.	The audited Balance sheet for 2018-19 is not ready yet and the last date for completing these formalities are 30.09.2019 or date to be notified by Govt. Therefore please confirm that provisional balance sheet of 2018-19 is acceptable to you. Or audited Balance sheet of the years 2015-16, 2016-17 and 2017-18 are acceptable	In case of unavailability of audited Balance sheet (Asset and Liability statement) and Income statement (P&L statement) for FY 2018-19, the bidder can submit Balance sheet (Asset and Liability statement) and Income statement (P&L statement) for FY 2018-19 indicating turnover & net worth, duly certified by practicing Chartered Accountant.
A 06	Annexure A: Amendment to GCC cause 3 Page 16 of 25	Add (and) clause pertaining to EMD of GCC shall be read as below: In addition to above, the EMD amount in excess of Rs. 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.	As per RBI Regulations our Bank requires BHEL PSER Bank details for issue of BG. Request give following Bank details 1. Beneficiary Name 2. Bank Name 3. IFSC Code 4. Account no. 5. Branch	REFER clause no. 3.3.6 of GCC where it is mentioned Bidder can seek the RTGS details of BHEL for electronic fund transfer by writing to following email ids: gargi.roy@bhel.in, srparna@bhel.in, subrata.sen@bhel.in

JOB: Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only

Sub: Clarification on to bidder's queries

Ref: Enquiry No.: PSER:SCIT:MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
A 07	Volume II Technical Specification & Special Conditions of Contract clause 16.4 on page 13 of 17	The payment shall be made in Indian rupees, as per rates accepted, within 60 days from the receipt of complete/ corrected invoice.	As per Govt. of India regulations MSME companies are eligible for payment within 45 days as given in clause 47 of your tender. Please confirm payment will be made within 45 days for MSME.	Shall be in compliance with Government of India notifications & extant guidelines.
A 08	Volume I GCC Clause 47 on page 14 of 66	The payment shall be made in Indian rupees within 60 days (within 45 days for MSME) from the receipt of complete/ corrected invoice.		
A 09	Pre Qualification Criteria Annexure 1 S. 2.4 B on Page 10 of 25	(B) INSPECTION CONTRACTS, AS REFERRED ABOVE, SHOULD BE FOR INSPECTION OF AT LEAST ONE OR MORE AMONG FOLLOWING -POWER PLANT EQUIPMENT (THERMAL, GAS, HYDRO, NUCLEAR, CCP AND RENEWABLE) OR -POWER TRANSMISSION SYSTEM AND EQUIPMENT OR -TRANSPORTATION EQUIPMENT (LOCOMOTIVES, EMU COACHES, SHIPPING ETC) OR -OIL & GAS EQUIPMENT	Request please include another Sector namely Defence as same is referred in clause 24 C	In this clause BHEL is not referring to any Sectors, but type of Equipment. No changes envisaged. Shall be as per tender condition.
A 10	Volume II Technical Specification & Special Conditions of Contract clause 4.1 on page 3 of 17	The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical, WPS Qualification (by Level - III qualified) and non-destructive examination of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defense and Industry Sector, Transportation etc.	Please amend Level - III to Level - II as Level - II qualified WPS Qualification (as per requirement of ASME Sec-IX) and non-destructive examination (by Level - II qualified personnel) of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defense and Industry Sector, Transportation etc.	The subject clause shall read : The inspection comprises of visual, dimensional, physical, functional, analytical, electrical, mechanical, WPS Qualification (as per requirement of ASME Sec-IX) and non-destructive examination (by Level - II qualified personnel) of large variety of items required for Hydro, Thermal, Nuclear Power Generation, Solar, Desalination, Transmission, Distribution, Defense and Industry Sector, Transportation etc.
A 11	Volume II Technical Specification & Special Conditions of Contract clause 7.1 Sl. No 1a on page 9 of 17	At least 80% of Inspection Engineers (in List of Inspection Engineers) should be Degree holders (Graduate) and remaining may have Diploma in Engineering.	Request change 80% to 50% as you will agree that 80% is a very high figure.	No changes envisaged. Shall be as per tender specification.

ANNEXURE A

JOB: Rate Contract for Inspection of Purchased and Bought-out Items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only

Sub: Clarification to bidder's queries

Ref: Enquiry No.: PSER-SCT-MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
A 12	Volume II Technical Specification & Special Conditions of Contract clause 7.1 Sl. No. 1e to 1h on page 9 of 17	e) 40% of Inspection Engineers shall have Valid Level II NDE Qualification in all three of Ultrasonic, Penetrating Test and Magnetic Particle. f) 30% of Inspection Engineers shall have Valid Level II in Radiography as per latest SNT-TC-1A. g) 30% of Inspection Engineers shall have Valid Level II in Visual Testing as per latest SNT-TC-1A. h) 10% of Inspection Engineers shall be certified welding Inspection Engineers (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent.	As all these 4 requirements pertain to Mechanical Engineers, please confirm that the percentages indicated refer to that of Mechanical Engineers only. Example 40% means 40% of (60% of 80) i.e. 19 Engineers	No. All these percentages are of total no of inspection engineers. Eg. If Bidder has 100 Inspection Engineers (Mechanical + Electrical Combined) then there shall be 40 Inspection Engineers with UT+PT+MPI (all three combined), 30 shall have RT+Level II and 30 shall have Visual Level II Out of 100, at least 60 (60%) shall be from Mechanical Out of 100, at least 30 (30%) shall be from Electrical Rest 10% can be any Mechanical or Electrical
A 13	Volume II Technical Specification & Special Conditions of Contract clause 7.1 Sl. No. 2 (i) on page 10 of 17	i) Copy of all Valid (not expired) NDT Certificates (wherever applicable), Eye Test/ Colour Blindness Certificate for all Inspection Engineers having Certificate in Visual Testing j) If any non-conformity is due to deficiency in inspection (as defined in clause no. 23.2) and it is established (any time after inspected items has been accepted / cleared by TPIA) that the deficiency is on account of inaccurate / inadequate inspection (due to lack of knowledge or inefficiency or incompetency of inspection Engineer) with respect to scope of inspection as per P.O. Inspection penalty will be imposed and deducted from Bids (submitted by TPIA) as per following formula.	Request please amend the clause to delete Eye Test/ Colour Blindness Certificate for all Inspection Engineers having Certificate	No changes envisaged. Shall be as per tender specification
A 14	Volume II Technical Specification & Special Conditions of Contract clause 23.1 on page 16 of 17	Inspection Penalty of particular item (in a call) = (Inspection charges of the concerned ITEM) + (Rs. 1500 or any amount limited to of cost of item in PO), which shall be decided by BHEL based on severity and criticality of concerned items which affect BHEL Quality/ Milestone Requirements or Customer Requirement / Satisfaction and Delivery Schedule with mandatory issuance of Warning Letter) (Ref Clause 22.0). In any case the penal amount of any particular item of part cur call shall not be more than cost of item in PO	You will agree that it is not natural justice to deduct as penalty "any amount limited to of cost of item in PO" as this amount would be very much higher than the inspection charges. We therefore propose the following formula: Inspection Penalty of particular item (in a call) = (inspection charges of the concerned ITEM) or (Rs. 1500/- whichever is higher.	No changes envisaged. Shall be as per tender specification

ANNEXURE-A

JOB: Rate Contract for inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and Identified Testing Laboratories situated / located within India only

Sub: Clarification to bidder's queries

Ref.: Enquiry No.: PSER:SCT.MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
A.15	NIT clause 1 S.no V on page 1 of 25	DUE DATE & TIME OF OFFER SUBMISSION Date 23.09.2019, Time 15.00 Hrs	<p>The tender was floated on 13.09.2019 with 10 days time for bidding of which 3 days are Holidays due to 2 weekends in between. Hence in reality we get only 7 working days to prepare and submit the bid.</p> <p>You will appreciate that the tender calls for large amount of information especially regarding the engineers which need to be certified by them also.</p> <p>Considering these factors and the need for us to get clarification on points raised above, we request you to kindly extend the tender closing date by 3 weeks and confirm</p>	REFER TCN-02
B.01	clause no. 5 of VOLUME-III PRICE SCHEDULE	<p>The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extensions for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ($\pm 15\%$) of the awarded price as per LOI.</p>	<p>Kindly elaborate about the clause no. 5 of VOLUME-III PRICE SCHEDULE, REV-0 on page no. 80 - The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ($\pm 15\%$) of the awarded price as per LOI.</p>	<p>The revised Clause shall read:</p> <p>Estimated Annual Value of goods to be offered for inspection is approximately mentioned in clause no. 8.1 of Vol-II are approximate, based on very preliminary information and may vary to any extent. The quoted rate will remain firm throughout the period of execution including extension for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within fifteen percent ($\pm 15\%$) of the awarded price as per LOA.</p>
B.02	General Query		<p>We understand that in the bid document bidders has to submit the list of inspectors as per the format Annexure-I "Bi-data of inspection engineers" only and the supporting document of inspectors for verification needs to be submitted after award of contract, kindly confirm.</p>	<p>All documents are to be mandatorily submitted along with the bid.</p>

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Sub: Clarification to bidder's queries

Ref: Enquiry No.: PSER-SCT/MIS-Q1981-19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
B 03	clause 8.1 of Vol-II on page 42		As per clause 8.1 on page 42, the Annual procurement value given is Rs. 2400 Crores, so can we consider the total procurement value for 2 years will be approximately Rs. 4800 Crores. kindly confirm.	Yes, other details as per contract.
B 04	General Query		Kindly arrange to provide the NEFT / RTGS details of BHEL for online payment of tender fee.	Refer clause no. 3.3.6 of GCC where it is mentioned Bidder can seek the RTGS details of BHEL for electronic fund transfer by writing to following email ids gargi.raj@bhel.in , sripama@bhel.in , subrata.sen@bhel.in
B 05	General Query		If we submit the EMD as BG in soft format online before due date and the original BG hardcopy 4-5 days after due date is it ok, kindly confirm.	Shall be as per tender
B 06	Clause no. 23.4.1 of Vol-II on page 47	If inspection calls are not attended within prescribed time (P+3 days, where P is proposed date of inspection as per clause 4.7), liquidated damages of ₹ 300/- per call per day of delay shall be deducted from TPIA Bills	Clause no. 23.4.1 on page 47 specifies the liquidated damages of ₹ 300/- per call per day of delay – You are requested to rebook into the LD amount & reduce the same to Rs. 100/- per call per day of delay.	Shall be as per the tender conditions
B 07	Clause 4.8 on page no 73	SECURITY	Clause 4.8 on page no 73 Security Deposit – can bidder opt for the full 5% security deposit after award of contract instead of ISD & converting EMD into SD and deducting 10% of the invoice amount for balance SD amount, kindly confirm.	Shall be as per tender

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Ref.: Enquiry No.: PSER:SCT:MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
B.08	General Query		<p>Considering the volume of the tender both technical & commercial the bidder needs to prepare various format by collecting various information & take various internal management approvals due to high value & it is difficult to process the big EMD amount within the short duration of 5-6 days thus we request you to extend the due date by at least 10 working days i.e. till 5th Oct 2019, to enable us to prepare & submit the competitive bid within due time.</p>	REFER TCN-02
B.09	Annexure A, Amendment to GCC, Clause 1, A Page 15	<p>A) Additional security deposit (SD) has to be submitted by the successful bidder with value as follows : * If the final price of successful bidder's lesser by more than 20% of BHEL's estimates then only 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows: Additional Security Deposit = 30 % of (A/B) will be calculated as below. A = 80% of BHEL estimate B = The final offered price of successful bidder through RA (in case of RA) OR Sealed paper price bid of successful bidder (in case of paper bid) The 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revaluated/released in the manner as specified for the 'Security Deposit' as per relevant clause of GCC. The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."</p>	<p>As per Annexure A, Amendment to GCC, Clause 1, A Page 15 - as per the clause the bidder has to submit 'Additional Security Deposit', if the final price of successful bidder's lesser by more than 20% of BHEL's estimate - Kindly provide us the BHEL's estimated price</p>	<p>BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable</p>

ANNEXURE A

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Sub: Clarification to bidder's queries

Ref.: Enquiry No.: PSER/SC/MS-Q1981/19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
C 02	Cause no 4.4, page no 34		2. Clause no 4.4, page no 34 – as per this clause with in scope TPIA should not do amongst physical testing / sampling / witnessing at traders / dealers (non-manufacturers) as the sampling is possible at any dealer and physical testing / witnessing is not possible at every dealer. kindly elaborate more on this scope.	TPIA shall not attend the call, where just review of test certificates/documents is called in scope of inspection.
C 03	Cause no 4.7, page 35		3. Clause no 4.7, page 35 – kindly provide the 4 working days' notice period for attending the inspection call at vendor place.	Shall be as per tender clause only
C 04	Cause no 4.8, page 35		4. Cause no 4.8, page 35 – Kindly give us at least 2 working days' notice in case of joint inspection with BHEL customers.	Shall be as per tender clause only
C 05	Tender clause no 7.1		5. Tender clause no 7.1 – We request to revise the Electrical Engineers requirement as 25 % instead of 30% as per the existing contract.	Shall be as per tender clause only
C 06	Cause no 7.1, 1, page 40		6. Clause no 7.1, 1, page 40 – As per this clause, we suggest Bidder should have a permanent employee / team of at least 60 (sixty) qualified (having only Full Time / Regular Engineering Degree or Diploma, from Recognized and Reputed Institute) and experienced Inspection Engineers who are actively involved in inspection of jobs. kindly confirm.	Shall be as per tender clause only
C 07	Cause no 7.1, 1C, page 40		7. Cause no 7.1, 1C, page 40 – We suggest, Inspection Engineers shall have minimum 55% of marks in Degree and 5 years' experience (after completing Degree) in inspection activities OR Diploma (3 Years Full Time) in Engineering with minimum 55% of marks and 8 years' experience (after completing Diploma) in inspection activities, kindly confirm.	Shall be as per tender clause only
C 08	Cause no 7.1, 1, D		8. Clause no 7.1, 1, D – We suggest minimum 25% of Electrical Discipline (Electrical / Control & Instrumentation/Power/Electronics) out of the total inspection engineer asked as per clause 1 under 7.1	Shall be as per tender clause only

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Sub: Clarification to bidder's queries

Ref: Enquiry No.: PSER-SCT-MIS-Q1981-19

S. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
C 09	Cause no 7.1.1.g		9. Cause no 7.1.1.g – We suggest minimum 20% of inspection Engineers shall have Valid Level III in Visual Testing as per latest SNT-TC-1A.	Shall be as per tender clause only
C 10	Cause no. 7.1.1.h		10. Cause no. 7.1.1.h – We suggest minimum 8% of inspection engineer shall be certified welding Inspection Engineers (CWI) by a reputed certifying agency like AWS (American Welding Society) or equivalent	Shall be as per tender clause only
C 11	Cause no. 7.1.1.i		11. Cause no 7.1.1.i – We suggest Minimum 3 number of BHEL approved inspection Engineers in each of mandatory 6 offices (Ref clause 5.4), with proper mix of persons from Mechanical & Electrical Discipline in necessary 6 offices (Delhi/MCR, Mumbai, Chennai, Kolkata, Hyderabad, Bangalore) during the full contract period. Also we can increase / decrease the number of inspectors as per job requirement	Shall be as per tender clause only
C 12	Clause no. 7.4.1 & 7.4.2, page 42-43		12. Cause no 7.4.1 & 7.4.2, page 42-43 – We request you to remove these clauses from the tender, as the actual utilization of approved engineer will be based on jobs offered for inspection location wise	Shall be as per tender clause only
C 13	As per clause 16.2, page 43		13. As per clause 16.2, page 43 – This Payment clause which says after final acceptance only TPIA be paid, however this clause is in conflict with the ISO 17020 accreditation clause no. 4.1.2.	ISO 17020 Accredited TPAs have to take suitable measures (as per clause 4.1.4 of ISO 17020) to address the risk arising out of clause 4.1.2. If agency has taken action appropriately, then risk arising of this tender clause is already addressed
C 14	Cause 21.4, page 46		14. Cause 21.4, page 46 – We suggest reshuffling of inspection engineer at particular supplier will depend on the job requirement and geographical location and hence request you to remove this clause	Shall be as per tender clause only
C 15	Cause 22.1, page 47		15. Cause 22.1, page 47 – We request you to consider for counting only those warning letter which was not satisfactorily responded by TPIA	Shall be as per tender clause only

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Ref.: Enquiry No.: PSER:SCT-MIS-Q1981:19

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
C 16	Cause no. 23.1, page 47		16. Clause no. 23.1, page 47 - We suggest that in case of deficiency in inspection attributed to TPIA, then the penalty should be deducted as inspection charges of the concerned ITEM only.	Shall be as per tender clause only
C 17	Cause no. 23.4, page 47		17. Cause no. 23.4, page 47 - We suggest that against these clauses the penalty should be deducted Rs. 100 per call per day with maximum cap of Rs. 300.	Shall be as per tender clause only
C 18	Clause no. 23.4.4 page 48		18. Clause no. 23.4.4 page 48 - We suggest the penalty in case of refusal of joint inspection shall be of inspection charges of that call only.	Shall be as per tender clause only
C 19	Cause 4.7.3, page 73		19. Clause 4.7.3, page 73 - we propose the payment should be made within 30 days of the receipt of invoices by BHEL offices.	Shall be as per tender clause only
C 20	Clause no. 2.3, page 10		20. Cause no. 2.3, page 10 - Kindly clarify the documentary evidence of TPIA office has to be submitted during bid or after award of contract.	Please refer to the Note in Clause no. 2.3, page 10
C 21	General Query		With these all concerns without clarity we will not be in position to work out the commercial proposal & even the preparation of technical part so we request you to give us time of 22-25 days' time from the response to our queries for the compilation, estimation necessary approvals & submitting our competitive bid.	REFER TCN-02
D 01	Cause no. 7.1, 1.g		Cause no. 7.1, 1, g - We suggest minimum 20% of inspection on Engineers shall have Valid Level II in Visual Testing as per latest SNT-TC-1A and as & when requires we will qualify our engineer from the BHEL approved list for Level II Visual Testing in the meantime for the assurance we will give a undertaking.	Shall be as per tender clause only
D 02	As per Cause no. 23.1, page 47		As per Clause no. 23.1, page 47 inspection Penalty of particular item (in a call) = (inspection charges of the concerned ITEM) + (1500 or any amount limited to of cost of item in PO).... - in this cause how the inspection charges of the concerned item is calculated, kindly elaborate. We also would like to suggest that the penalty in this case should be 0.5 - 1% of the inspection charges of that concerned item against the individual PO.	Shall be as per tender clause only

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Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification
D.03	As per the clause d, 7.1.1.d page 40	Minimum 60% of inspection Engineers should be of Mechanical Discipline (Mechanical Engineering / Metallurgy/ Industrial/ Production/ Marine Engineering) and minimum 30% of Electrical Discipline (Electrical/ Control & Instrumentation/Power/Electronics)	As per the clause d, 7.1 page 40 – we request you to consider the Electronics engineering degree / diploma holders for Mechanical & Electrical discipline, kindly confirm. As this discipline is also recognized by govt / AICTE approved	The revised Clause shall read: Minimum 60% of Inspection Engineers should be of Mechanical Discipline (Mechanical Engineering / Metallurgy/ Industrial/ Production/ Marine Engineering) and minimum 30% of Electrical Discipline (Electrical/ Control & Instrumentation/Power/Electronics/ Mechatronics)
D.04	INT PARA 5 SPECIAL NOTE A&B		STAMPING AND PHYSICALLY SIGNING OF DOCUMENTS MENTIONED, BY AUTHORIZED SIGNATORY SINCE DOCUMENTS WILL BE DIGITALLY SIGNED SO ABOVE REQUIREMENT MAY BE EXEMPTED	Shall be as per tender. You may note that digital signature of authorized signatory on the documents is acceptable.
D.05	Cause i, under 7.1,		Clause i under 7.1, kindly consider the inspectors from our nearby offices under the asked 6 mandatory offices – for example Pune inspectors under Mumbai AND Coimbatore inspectors under Bangalore etc. kindly confirm.	Shall be as per tender clause only

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Rate Contract for Inspection of Purchased and Bought-out items ordered by BHEL from all over India (for indigenous and export contracts) at BHEL approved suppliers / sub-suppliers works and identified Testing Laboratories situated / located within India only	
Ref	1.0	Tender no PSER:SCT:MIS-Q1981:19
	2.0	BHEL's NIT, vide reference no PSER:SCT:MIS-Q1981: 7557, Date: 13-09-2019
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:MIS-Q1981:TCN-01, Date: 17-09-2019.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:MIS-Q1981:TCN-02, Date: 20-09-2019.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:MIS-Q1981:TCN-03, Date: 21-09-2019
	6.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)