

	PRE-BID CLARIFICATIONS AGAINST TENDER FOR THIRD PARTY INSPECTION DURING TORUS CRYO- PUMP HOUSING (TCPH) MANUFACTURING	Tender Notice No.
		I-ITN20002

Annexure -1

Query No	Ref Tender Part / Clause No.	Ref Clause No.	Description of the query	Response of ITER-India
1	3.2 Inspection Team:	The TPIA shall appoint and depute one qualified inspector regularly for the contract period at Factory. Based on need and workload of the inspection work, I-I will ask TPIA to appoint additional qualified inspectors with an advance notice of 07 days.	Please clarify exact number of inspection Engineers required for this project	Mentioned in the clause 3.2 of Part-A(II) of the tender
2	15.15 Validity of Contract	The TPI Contract shall commence from the date of Lol and remain valid for a period of 04 (four) years from the date of signing the Lol/Order or exhaustion of 36 ordered Man-Month whichever is earlier.	Noted that duration of contract is 48 months however number of working months are 36 as per NIT, please clarify whether deputation of inspection Engineer would be on continuous basis or on ON/OFF basis, if on ON/OFF basis which months it would be ON and how many Engineers would be required for ITER project during this ON period, will ITER India also pay us for keeping inspection Engineers on roll for ITER's work during OFF period?	As per the details mentioned in the tender clause 15.15 and relocation clause mentioned in 2.2 of Part-A(II) of the tender
3	15.15 Validity of Contract	The TPI Contract shall commence from the date of Lol and remain valid for a period of 04 (four) years from the date of signing the Lol/Order or exhaustion of 36 ordered Man-Month whichever is earlier.	We would request ITER to pay us for all 48 months period as for making inspection Engineer available for all 48 months for ITER's work without interruption we would need to maintain inspection Engineers approved by ITER India on payroll for all 48 months of duration of contract.	Payment will on consumed Man-Month as per the tender terms
4	15.15 Validity of Contract	Purchaser reserves the right to extend the contract by 3 manmonths and validity by another 01 year or till utilization of ordered manmonths with terms and	Increase in quantity of work beyond the quantity mentioned in the tender document should be given in advance by written notice to Contractor as additional work order and should be subject to	As per tender Purchaser will give advance notice for increase in man-months, if required, and shall

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		conditions and rates remaining the same.	Contractor's acceptance. Kindly confirm your acceptance towards this.	not be subject to Contractor's acceptance
5	15.12.4 Place of Work:	TCPH work shall be executed at the above location. However deputed inspector shall also cover the nearby inspection activities within periphery of approximate 40 kms from above location. No extra cost will be paid to the inspector.	Noted that we have to cover inspection locations within 40 km from Vaccum Techniques Pvt Ltd., Peenya Industrial Area, Bangalore – 560058 however no extra cost will be paid for this work, please clarify the volume of work within periphery of approximate 40 kms from above location (other than Vaccum Techniques Pvt Ltd., Peenya), other vendor addresses/ locations, number of visits required at these locations etc. for estimation of scientific costing and price calculation.	Number of visits will be less compared to inspection at M/s vacuum Techniques and cannot be quantified as of now.
6	3 Execution Chart 3.2 Inspection Team:	Based on need and workload of the inspection work, I-I will ask TPIA to appoint additional qualified inspectors with an advance notice of 07 days.	We can mobilize inspectors within 3-4 weeks from award of firm PO to us or from advance notice of deployment. Kindly confirm your acceptance towards this.	Advance notice of 07 days has been amended to 21 days as per tender amendment-I (uploaded on I-I website)
7	3 Execution Chart 3.1 Qualification of Inspector	5. Inspectors must be regular employees.	Can we propose CVs of suitable Engineers available in market but now working with us at tender submission date? We would recruit them after award of contract.	No, Tender clause remains unchanged
8			If any engineer proposed to ITER-India at tender stage is not available or has left the organization just before / while execution stage for any reason which is out of our control, then we would arrange equally qualified alternate person to replace him. Please confirm us your acceptance towards this.	As per tender clause no. 3.1 of part-A(II) qualification of Inspection, TPIA can arrange for alternate qualified engineer
9			As per our understanding design is not in the scope of project management consultant's scope. Please confirm us that our understanding	Yes, Design is not in TPI scope

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10			As per our understanding Testing of any materials are not in the scope of project management consultant's scope. Please confirm us that our understanding is correct.	Yes, testing is not in the scope of TPI. Inspection of testing is in the TPI scope
11			If our inspection engineers need to work for extra hours or work on holidays, then we request you to kindly pay overtime for the same at the rate of double of normal rate. Please confirm us your acceptance towards this.	Tender clause remains unchanged
12	2 SCOPE OF WORK AND TECHICAL SPECIFICATIO NS2.2 Relocation of TPI Inspector:		We request you to kindly inform us about the number of vehicles, whether four wheelers or two wheelers, for travelling of our site engineers on site. We need these details for scientific costing and price estimation of this project.	We do not have such requirement. Inspector can use any vehicle.
13	2 ESSENTIAL ELIGIBILITY CRITERIA		We have reviewed scope of work and have noted that this is a very critical and technically challenging assignment hence we would request ITER-India to amend Eligibility Criteria and qualify only those bidders who are ISO 17020 certified.	Tender clause remains unchanged
14	15.17.6.5 Limitations: Anything in this Contract to the contrary notwithstanding: 15.17.6.5 Liability of Government of India	The affected party shall not be relieved from obligations under this Contract to the extent any gross negligence of the affected party aggravates the force majeure event	We propose upper limit of liability of the contractor to be 10% of contract value. Please confirm us your acceptance towards it.	Tender clause remains unchanged
15	15.18 Suspension, Foreclosure and Termination		Right of termination: We would request Iter_India to give us right to terminate contract by serving 07 days' advance notice.	Tender clause remains unchanged

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16	15 General Conditions of Contract	Exclusion Clause	Kindly incorporate the below clauses in the tender documents: Notwithstanding any other provisions incorporated elsewhere in the Contract, (i) neither Purchaser / ITER nor the TPIA shall be liable to the other for loss of production, loss of profit or other indirect or consequential loss or idleness or extended stay or any like damage which may be suffered by such other party in connection with the Contract, whether arising out of any delay or breach or otherwise. (ii) the aggregate liability of the TPIA or in connection with respect to any breach or delay or defect, deficiency or other infraction under the Contract will not exceed an amount equivalent to the total Contract Value. (iii) each party shall assume its legal liability towards Third Party and shall indemnify and hold harmless the other Party accordingly.	Refer amendment in tender clause no. 15.17 as per tender amendment-I
17	15 General Conditions of Contract		Kindly incorporate the below clauses in the tender documents: Without prejudice to any other rights or remedies which the TPIA may have, the TPIA may terminate the Contract with immediate effect without any liability to the TPIA, in the event of material breach of the terms and conditions of the Contract by the Purchaser / ITER or any other partners, consultants, sub-contractors, agents or any persons or entities directly or indirectly working with or for the Purchaser / ITER.	Tender clause remains unchanged
18	15 General Conditions of Contract		Kindly incorporate the below clauses in the tender documents: Without prejudice to any other rights or if an event of Force Majeure occurs and its effect	Tender clause remains unchanged

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			continues for a period of 60 (sixty days) after intimation notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 15 (fifteen) days to the other Party	
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