

RFP for Procurement of Furniture for the Schools of Meghalaya

**Invitation for Bids No.: SHCDM/ICB/01
ICB No: SHCDM/SF/01**

		Clarifications		
S.No	clause	Existing Clause	Clarification /Suggestion	Response of EA
1	16.Documents Establishing the Eligibility of the Bidder	To establish their eligibility in accordance with ITB 4, Bidders shall (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4(Bidding Forms); and (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.	1. What relevant documents /certificates are to be submitted in dealership/OEM/JV scenario.	1. In case of joint venture bidder should provide the Joint Venture information as per the Form ELI-2 in section 4 with a supporting documents of the Joint Venture Agreement, or a letter of association to enter into such an Agreement, power of Attorney etc. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate
			2. Can authorised Dealer of O.E.M execute the order in full	Yes
2	Delivery and Completion Schedule	Mobilization Advance on the signing of Contract subject to submission of bank guarantee	Here the percentage of advance is not mentioned. What's the maximum advance we can seek.	Please refer to the clause 46 of ITB and clause GCC 18.1
3	ITB 21.1	The Bidder shall furnish a Bid Security in the amount of INR 4,000,000 (or equivalent US\$)	Here can we submit Bank Guarantee and it will be as per the format provided in the tender paper.	Please refer to ITB clause 21. The Bidder should use the 'Form of Bid Security' included in Section 9 (Contract Forms) for the submission of Bid
4	2.3.2	Size of Operation (Average Annual Turnover): Minimum average annual turnover of INR 400,000,000 (or equivalent US\$) calculated as total payments received by the Bidder for contracts completed or under execution over the last Three (3) years.	Suppose the qualifying criteria as far as single order executed and total turnover is not matched, can we still bid if technically we are sound.	The Bidder must fulfill the criteria
5	C.Preparation of Bids ITB 14.9	The bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications: a) In accordance with Notification No. 108/95–CE dated 28.8.1995 (Goods Supplied to UN or an International Organization) and subsequent amendments, the Central Government has granted exemptions for all goods falling under the Schedule to the Central Excise Tariff Act 1985 when supplied to projects financed by an international organization (ADB included) and approved by the Government of India from the whole of (1) the duty of excise leviable thereon under Section 3 of the Central Excise Act, 1944 (1 of 1944), and (2) the additional duty of excise leviable thereon under Sub-Section (1) of Section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), provided that the need for such goods are properly certified by the appropriate authorities. b) In addition, as per Notification No. 84/97-Cus. dated 11.11.1997 and subsequent amendments, and under General Exemption No. 1A, Exemptions to Imports by United Nations or International Organization for Execution of Projects in India, the Central Government has granted exemptions for all goods imported into India for execution of projects financed by an International Organization (ADB included) and approved by the Government of India, from (1) the whole of the duty of customs leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), (2) the whole of the additional duty of customs leviable	Will evaluation of Financial bid be done with or without Tax Exemption clause?	Kindly refer to clause to 39.3
			1) Bidder asked about the type of Exemption form to be submitted,and when will it need to be submitted?Either at time of Submission or after awarding of contract.	The Bidder will be submitting the Exemption Form (Draft format for Excise Duty and Custom Exemption Form of Section 9) during implementation subject to Gol approval. However the responsibility of obtaining the exemption is the responsibility of the bidder.
			2) Bidder asked about Road Tax for Inter State Transport and whether Purchaser will assist in procuring the same.	Bidder's responsibility
			Bidder asked whether Form C needs to be submitted,for CST.	Bidder's responsibility
6	2.2.1 Contractual Experience	Successful completion as main supplier within the last Three (3) years, of at least Two (2) contracts each valued at INR 160,000,000 (or equivalent US\$) with nature, and complexity similar to the scope of supply described in Section	Can some relaxation in this value or work order be exercise to enable the Bidder to participate in the bid.	No Change
			1.Bidder wanted to clarified whether experience includes both Govt. and Pvt. Firms contract and whether single work order of 16 Cr INR can be produced	No change

			3. Clarity on : - Successful completion of private projects of private entities shall be acceptable of at least One (1) contracts each valued at INR160,000,000 (or equivalent US\$) with nature, and Complexity similar to the scope of supply described in Section 6(Schedule of Supply).	No change
			Bidder asked about the complexity of the clause in evaluation	The complexity means contract of similar nature which involves multiple type of items supplied in multiple locations
7	Price Bid Submission Sheet		Bidder asked if Price Bid will include/exclude Discount	It is upto the bidder to offer discount or not.
			Will amount of Performance Security stay at 10% if Contract is split between vendors	The contract will not be split
8	GCC 12.1	(f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report;	2 instances of Inspection:Can Inspection report be submitted along with Delivery Note/Railway receipt?	No Change
9	30. Deviations, Reservations, and Omissions	30.1 During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.	Bidder asked the about the implications of Deviation/Omission/Reservation from the specifications mentioned in the RFP and whether some sort of Range in specs can be adjusted?	Minor deviations from the specifications,as per bid documentare acceptable
10	2. Qualification Criteria 2.1.1 Eligibility	Submission Requirements of Documents Compliance Requirements	Bidder wanted to know about Compliance and Documentation requirement in case of OEM/Parent Company and Dealer scenario	The firm (OEM/Parent/Dealer whether as Single Entity or Joint Venture) shall be responsible for submitting all required documentation as specified in the bid documents
11	Technical Criteria	The Bidder shall provide sample desk and chair along with the bid	Bidders wanted clarity on Sample submission.Is it to be done at time of submitting the bid and for all items?	The Bidder should submit the actual sample of the items mentioned in the section 1.1 of the Technical criteria at its own cost at the time of the submission of the technical bids except parctical table with sink and practical/reading (8'x4'). All the samples should be duly marked as mentioned in the bid document. The samples of the succesfull bidder will be retained for records. The samples of the other bidders shall be returned by the purchaser
12	GCC 23.2	Marking:(1) The Supplier shall mark the following on the four adjacent sides of each package with indelible paint in conspicuous English printed words:	Will marking on only 1 side be allowed?	No Change
13	GCC 24.1	The insurance coverage shall be in accordance with: Pursuant to GCC, Sub clause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes	It will be the supplier responsibility to deliver the materials at site and hand over the installed furniture upto the satisfaction of the Inspecting authority.Hence,Can this clause be omitted.	No Change
14	19. Documents Establishing the Qualifications of the Bidder	19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4(Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country	Can the manufacturer authorize our dealer, distributor or any reseller for participating in the tender as per the format given for the same.	Yes
15	2.2.2 Technical Experience	The Bidder shall demonstrate that the goods offered have (i) been in production for at least 3 years, and	Bidder pointed that the cluase contradicts with Clause 28. Warranty(28.1), which states that "The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract".Can be amended as "similar type of furniture in production for 3 years"	Clauses are not contradictory as warranty clause is applied during implementation

16	Price Bid Submission Sheet		The total bid price excluding any discount. Does it mean that we have to put our full consumer price and than to show the discount separately in sl (d) with the methodology of discount? Normally in tenders we quote our best possible price. Please confirm, will it be OK if we quote our best price without showing the discount.	Final quoted price is as per clause 14.3 of the ITB
17	GCC 12.1	(f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report;	If we have to submit this certificates the inspection team has to inspect the materials before despatch, i.e. at Factory, However it is also mentioned in page no. 6-9, point 6.1.1, that the inspection will be done at Schools. Does it mean that there will be two inspections, one before despatch at factory and the other at Schools after supply. Clarity needed	Both Inspection reports are required

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S.No	Clause	Existing Clause	Revised Clause
1	2.2.1 Contractual Experience	Successful completion as main supplier within the last Three (3) years, of at least Two (2) contracts each valued at INR 160,000,000 (or equivalent US\$) with nature, and complexity similar to the scope of supply described in Section	No change
2	ITB 24.1	Deadline for bid submission is Date: 7th April 2017	The date of submission is extended to the 27th June 2017 at 15:00hrs
3	C.Preparation of Bids ITB 22.1	In addition to the original Bid, the number of copies is 1 (one) printed copy along with soft-copy of the technical proposal in a CD or Pen Drive to be placed separately inside Original-Technical and Original-Price Bid Envelop respectively for Technical Bid and Price Bid proposal.	In addition to the original Bid, the bidder shall submit 1 (one) additional printed copy along with soft-copy of the technical proposal in a CD or Pen Drive to be placed separately inside Original-Technical Bid Envelop
4	Delivery and Completion Schedule	Supply furniture items in first 10 schools : T+1 (30 days)months	Time for Installation of 1st 10 Schools has been changed to T+60

Appendix-1: Illustrative/Indicative designs the furniture

All the diagrams are illustrative and for the purpose indicating the desired design. The bidder shall have to provide the actual samples at their own cost along with the Technical Proposal of the above furniture items that it intends to supply. All the samples should be duly marked/inscribed with full bidder details as well as mentioned below with permanent/unwashable ink. In case bidder fails to mark/inscribe the samples properly, the purchaser will not be responsible for the loss or unidentification of the samples.

A. Indicative Design of the Chair for Students for the Computer Room

