

## **Minutes of Pre Bid Meeting**

**ICB No. 21/TCSP/GOODS/P5/2015/TR/TC (Package –5)**

**Minutes of the Pre-bid meeting of International Competitive Bidding (ICB) held on 05.01.2016 at 11.30 A.M. in the Committee Room of Office of DC (MSME) for supply of 24 lots of testing & calibration equipment required for IDEMI, Mumbai.**

A pre-bid meeting was held on 05.01.16 at 11.30 AM in the Committee room, office of DC,MSME, Nirman Bhawan under the Chairmanship of Shri R.K. Rai, Director (Tool Room) for the prospective bidders who chose to attend the pre-bid meeting for the ICB to supply 24 lots of testing and calibration equipment for IDEMI under World Bank assisted Technology Centre Systems Programme. The list of participants is enclosed at Annexure-1.

At the outset, Shri R.K Rai, Director (TR) welcomed the participants and highlighted about the importance of the meeting.

He informed the participants that certain queries had been received from some of the prospective bidders through mails which would be clarified during the meeting. He also mentioned that the participants could raise further queries or doubts if any and to the extent possible, these queries shall be answered during the meeting itself otherwise the reply to such queries will be given after due examination. In any case, answers to all the queries raised shall be uploaded on the web-site.

The designated representatives of the participating organizations raised their queries during the pre-bid meeting. They were also asked to give their queries in writing so that same could be considered for reply. The representatives of prospective bidders were also advised to visit the website regularly to get timely updates for the ICB.

The compilations of all the queries received through mails and raised by participants and responses are as follows:

Sr. No	Query	Response of the Client
1	Do we have to print out all 225 pages to stamp & sign? Would you send us a copy? Since we are only bidding for one instrument, some sections of this 225 page document is not applicable/relevant for us? Would we need to stamp & sign and submit those pages as well?	Refer ITB 11.1 of the bidding document.
2	Bank guarantee - is it alright to add a few extra days safer side. We are asking this question since the last time, because we were short by a few days & it created a problem.	Refer ITB 19.1 of Section II Bid Data Sheet
3	The bid security price has increased from Rs. 60,000 to Rs. 1,10,000 - it would be nice if you could explain this to us better	It does not need any clarification
4	Performance statement from authorised distributor: since we are selling this instrument for the first time, we do not have a record to attach a) Is it okay? b) Would it work if we attached orders of other instruments of same manufacturer, Coesfeld which we have sold?	Refer Section III. Evaluation and Qualification Criteria 3.1 Post Qualification Requirements (ITB 36.1)
5	PO number is enough or PO copy to attach? Do we have to mention price, because I remember that in the meeting that was held 2 months ago in Mumbai to discuss queries the bidders had, the bidders was unanimous in dis-preferring to mention the price.	Refer Section III. Evaluation and Qualification Criteria 3.1 Post Qualification Requirements (ITB 36.1)
6	If we do not have any sale from our manufacturer, Coesfeld in 2013 for instance, would it work against us to leave the column blank?	Refer Section III. Evaluation and Qualification Criteria 3.1 Post Qualification Requirements (ITB 36.1)
7	Tender to courier - if yes, then which one? OR speed post? (last time, we had couriered and it was not allowed to enter and had created problems, hence please advise.)	Refer ITB 21.2 of Section II Bid Data Sheet.
8	Does price in INR work?	Refer ITB 15 of Section I. Instructions to Bidders and ITB clause 15.1 of Bid Data Sheet
9	Sales tax is 2% against C-form? (Would you provide C-form)? OR full VAT 12.5%?	Refer ITB 14 of Section I. Instructions to Bidders
10	The Billing will be Delhi and Delivery in Mumbai, right? Is so, what will be tax.	Refer ITB 14 of Section I. Instructions to Bidders and related clauses in Bid Data Sheet
11	Bid Security will be submitted through Bank Guarantee. Can we Combine and submit Bid Security for Package 5 & Package 6 and submit a single BG?	Please refer to the Bidding Document.
12	Training at Manufacturer place: Our Suppliers abroad says Two day training for one set of Equipment is sufficient. 5 day for each / Lot may be too long??	Please refer to the requirement included in the Bidding Document.
13	Payment term as we understand is: a) 10% advance against BG	Refer GCC 16.1 of Section IX Special Conditions of

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	b) 90% LC with 70% payable against Shipping Docs and 20% after Receipt. Please confirm.	Contract
14	As We understand Performance Security 10% to be submitted after receipt of Order and valid for 60 Days beyond delivery of goods?	Refer GCC 18.1 of Section IX Special Conditions of Contract
15	As we understand 5% Performance Bank Guarantee valid for one year warranty period to be given after Receipt / Installation of Goods?, is it correct?	Refer GCC 18.1 of Section IX Special Conditions of Contract
16	Warranty 1 Year + AMC 1 Year. AMC charges will be quoted separately in local currency	Refer ITB 15 of Section I. Instructions to Bidders and ITB clause 15.1 of Bid Data Sheet
17	Is calibration during one year AMC is involved?	Refer GCC 28 (additional sub-clause 28.7) of Section IX Special Conditions of Contract
18	As per the tender clause, you will give us dispatch clearance against submission of Calibration Certificate. However factory training on the product as applicable can be given on different Serial No., same model at factory after dispatch if required.	Please refer to the requirement included in the Bidding Document.
19	Does MSME/IDEMI get custom duty exemption if purchased lot is sent to factory for 2nd year recalibration on recalibration cost or we need to add custom duty on recalibration cost too?	Please refer to the ITB clause 14.8 (b) (i) and 14.8 of Bid Data Sheet.
20	For certain lots you have asked factory training, however it should not be connected with delivery schedule and training can be given for same product with different serial number.	No further clarification is considered necessary.
22	You have asked to for one time recalibration charges to be included and on pg. no 75 point 4 asked for this services to be provided at consignee place, Please note, recalibration has to be done at third party accredited lab in India or at factory accredited lab as applicable and this services cannot be provided at consignee place.	Refer Sr. No. 2 of Addendum/Corrigendum no. 1 dated 15th January 2016
23	Lot no. 9 – Primary Dead weight tester cross float system – recalibration cycle itself is 5 years, here second year recalibration does not come during AMC period and we don't have to quote 2nd year recalibration cost, pls confirm your acceptance.	Please refer to the Section VII – Schedule of Requirement 2. List of Related service & Completion Schedule.
24	<p>Tender Clause 3.1 (B) (i) &amp; (ii) – Section III</p> <p>We are representing XXX as their authorized exclusive representative for India. We started representing them since YY therefore our association with them on exclusive basis is from last 3 years only.</p> <p>We as a Authorised representative of XXX like to mention that the tender instrument which will be bid by us is a specialized equipment and our principles has got the credentials of its supply since last XX years.</p>	Refer Section III. Evaluation and Qualification Criteria 3.1 Post Qualification Requirements (ITB 36.1)

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	<p>In view of above we request you to accept the credentials of XXX for the tendered equipment and our credentials for supplies of various machineries and equipments. We would be able to furnish the performance certificates of ZZZ in India.</p>	
25	<p><b>Tender clause 3.1 (B) (i) &amp; (ii) – Section III</b>  ZZZ shall be representing XXX our principle and their accounting year ends December and therefore we would be only able to provide the turnover statement from 2010 to 2014 and the same should be acceptable.</p>	<p>Refer Sr. No. 1 of Addendum/Corrigendum no. 1 dated 15th January 2016</p>
26	<p><b>Section IX : Special Conditions of the Contract – Reference GCC 28 (additional sub-clause 28.7)</b></p> <ol style="list-style-type: none"> <li>1) LD @ of 0.075% should be capped to the maximum limit of 2.5% of the contract value of the failed units. We request you to amend this clause to Liquidity Damage at 0.075% subject to a maximum of 2.5% of the value of failed units.</li> <li>2) Kindly clarify whether AMC is comprehensive AMC or non Comprehensive AMC. We understand from the tender documents that it is non comprehensive AMC however request your honor to reaffirm the same.</li> <li>3) The maximum response time of 72 hours is too less and making unit function within 7 days is also very less considering the complexity and precision of equipments. We would like to suggest a practical time frame of 10 days for response time and 30 days for making the unit functional considering the time involved in customs.</li> </ol>	<p>No Amendment/clarification is considered necessary</p>
27	<p><b>Section IV : Bidding Form No. 6 Price and Completion Schedule – Related Service :</b></p> <p>Service No. 4 of Form No. 6 mentioned above :  Cost of one time calibration of the equipment</p> <p>Kindly clarify that above additional one time calibration of the equipment is needed in addition to the first time calibration.</p>	<p>No clarification is considered necessary</p>
28	<p>Section VII – Clause No. 1 –The List of Goods and Delivery Schedule  Delivery Period from the Date of Award of Contract : 24 weeks</p> <p>GCC 27.1 and 27.2  The liquidated damages shall be 0.5% per week or part thereof. The maximum amount of liquidated damages shall be 10% of the contract value.</p> <p>Request for Modification :</p> <ol style="list-style-type: none"> <li>1) Delivery period should start from the date of the advance payment. These all equipments are capex in nature and</li> </ol>	<p>No amendment is considered necessary in this regard.</p>

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	<p>requires ordering of very expensive raw material therefore it is not possible for the supplier to start manufacturing without received the advance payment. We request your honor to modify the delivery period from the date of receipt of advance payment.</p> <p>2) The tendered items are high precision equipments and requires calibrations from the international labs having very high lead time for issuing calibration certificates. The Tender clause also have pre dispatch inspection with inspection call to be raised before 4 weeks of the inspection which effectively reduces the manufacturing time by 4 weeks. In view of this, 10% LD is at very higher side and can lead to huge financial hardship therefore, we request your honor to kindly modify the maximum LD from 10% to 5%.</p> <p>Our Expectations :</p> <p>1) Delivery Terms should start after received advance payment to the Supplier.</p> <p>2) Maximum LD should not exceed 5% for delay in supply of tendered equipments.</p>	
29	<p><b><i>Tender Clause Section IX – Special Conditions of the Contract – Reference GCC 16.1.2</i></b></p> <p>16.1.2 Payment for Goods supplied from within the Purchaser’s Country :</p> <p>Request for Modification :</p> <p>Tenders equipment are very precision equipments requiring extra ordinary materials, extra ordinary skills, calibration from PTB or equivalent labs and extra ordinary manufacturing capability. These equipments would require incurrence of huge cost at the supplier end before offering the goods for the inspection. These equipments are also not regular inventory items but manufactured for special and very few customers.</p> <p>Our Expectations:</p> <p>Kindly modify the payment terms to the following payment terms considering difficulties mentioned above.</p> <p>Payment Terms : 100% payable again irrevocable documentary Letter of Credit, to be opened at the time of ordering and to be confirmed by our bank, whereof :</p>	<p>No amendment is considered necessary in this regard.</p>

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	<p>40% Down (Advance) Payment against the simple invoice.</p> <p>50% Negotiable against submission of usual dispatch documents and inspection report for inspection carried out at OEM's end, before dispatches of goods.</p> <p>10% after installation &amp; commissioning of equipments or within 90 days of receipt of goods at the Purchaser End.</p> <p>All charges in connection with the opening, confirmation and negotiation of the Letter of Credit shall be borned by the Purchaser.</p>	
30	<p><b><i>Tender Clause Section VIII – GCC – 26 and Section IX – Special Conditions of the Contract – Reference GCC 26.</i></b></p> <p>We shall be representing XXX Company and all testing set up for the equipments are available at YYY only.</p> <p>Also inspection would require high profiled skilled man hour allocations along with allocation of the Testing Facility fetching cost of inspection and test other than travel, loading and boarding cost.</p> <p>Our Expectations:</p> <p>Kindly modify tender terms for Pre Dispatch testing of equipments at the supplier's premises only. Kindly clarify who would bear the cost of inspection other than travel, lodging, boarding and how it should be dealt while filling the price schedule for Goods and Related Services.</p>	<p>Please refer GCC 26 and related GCC 26.1 and GCC 26.2 of Special Conditions of Contract</p>
31	<p>Tender Clause – Section II – ITB 34.2(a) of the Bid Data Sheet (BDS)</p> <p>We shall be bidding for more than one lots therefore needs to understand how to bid for various lots because evaluation will happen lot by lot.</p>	<p>Refer to Section IV – Bidding Forms</p>
32	<p>Clarify how to submit Manufacturer's Authorisation. Do we need to submit it for each lot ?</p>	<p>Refer Form 8. Manufacturer's Authorization Form in Section IV Bidding Forms.</p> <p>Manufacturer's Authorization from one manufacturer to one Bidder may be combined for more than one Lots</p>
33	<p>Clarify how to submit letter of bid. Do we need to submit it for each lot ?</p>	<p>Refer Form 1. Letter of Bid in Section IV Bidding Forms.</p> <p>No further clarification is considered necessary.</p>

Sr. No	Query	Response of the Client
34	Bidder Information Form. Do we need to submit it for each Lot ?	No further clarification is considered necessary.
35	Form of Bid Security (Bank Guarantee). Do we need to submit it for each Lot?	Refer ITB 19.1 of Section II Bid Data Sheet
36	Proforma for Performance Statement (for Manufacturer). Do we need to submit it for each Lot?	Refer to note mentioned below Form 9A in Section IV Bidding Forms which reads as under:  "The above statement is required to be submitted separately for each Lot of the schedule of requirement which is being offered by the bidder"
37	Proforma for Performance Statement. (For Bidder as Authorised Representative). Do we need to submit it for each Lot ?	Refer form 9B in Section IV Bidding Forms.  No further clarification is considered necessary.
38	Certificate of Incorporation. Do we need to submit it for each Lot ?	No further clarification is considered necessary.
39	Submission of the Authorising the signatory of the Bid. Do we need to submit it for each Lot?	No further clarification is considered necessary.
40	Documentary evidence to establish bidder's qualification, bidder's eligibility, goods & services from eligible origin, Goods and Related Services conform to the Bidding Documents. Do we need to submit it for each Lot?	No further clarification is considered necessary.
41	Your honor is also requested to kindly guide how to make envelopes against each lot as mentioned in the tender and also guide how to allot serial numbers on the pages.	Refer ITB 21.2 of Section II Bid Data Sheet  No further clarification is considered necessary.
42	<p><b>Tender Clause – Section II – Bid Data Sheet – ITB 14.8 (b) (i) :</b></p> <p>CIP: Mumbai air/sea port in India as applicable.</p> <p>The terms "CIP" and "Final destination" shall have the meanings as defined in INCOTERMS 2010.</p> <p>In addition, a representative of the supplier shall arrange custom clearance of the goods at the port of destination and the unloading of the goods at Final Destination (Project Site). The necessary documents</p>	Refer ITB 14.8 of Section II Bid Data Sheet

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	<p>required for custom clearance shall be provided by the O/ o DC MSME.</p> <p>Customs duty, if applicable, shall be paid by the Purchaser</p> <p>Request for Clarification :</p> <p>We shall be falling under the category "Goods Manufactured Outside the Purchaser's Country, to be imported". We as a representative of the XXX would be needing to first import tendered goods in favour of the ZZZ and such import of goods would fetch customs duties, taxes etc.. As mentioned in above tender clause, the custom duty if applicable shall be paid by the purchaser therefore kindly clarify when should we intimate to the O / o DC MSME so that they can make the payment of the applicable custom duties while importing goods from our principle XXX. Sir, Customer Duty impact is almost 27% on the tendered items and having huge financial implications, therefore, we request your honor to kindly clarify the process for paying custom duty from your end to the customs in details. A necessary written clarification from your side is sought for the process of paying custom duty considering its huge financial implications.</p>	
43	<p><b>Tender Clause – Section VII Schedule of Requirements</b></p> <p>Lot No. 8 –Mobile CT/PT Calibration System with VAN Sr. No. 11 1) ii</p> <p>Connecting leads to connect current source to the primary of standard CT to CT under calibration. (Up to 10000A)</p> <p>Request for Modification:</p> <p>Kindly modify the clause so as to say that Connecting leads / Bus bars to connect current source to the primary of standard CT to CT under calibration. (Up to 10000A) as a standard practice.</p>	No further clarification is considered necessary.



## Attendance Sheet




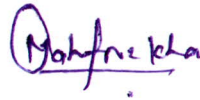
**Sub: Pre-Bid Meeting of International Competitive Bidding (ICB) for Procurement of 24 Lots of Testing & Calibration Equipments for IDEMI, Mumbai under Technology Centre Systems Programme (TCSP).**






**Ref. ICB No.: 21/TCSP/GOODS/P5/2015/TR/TC Package-5 (24 Lots)**



**Date** : 05.01.2016

**Time** : 11:30 AM

**Venue** : Committee Room of O/o DC-MSME, 7<sup>th</sup> Floor, Nirman Bhawan, New Delhi.

S. No.	Name Organization	Name of Representative & Designation	E-mail address Telephone/ Mobile Number Fax Number	Signature
1.	RPP Eng & Consulting Delhi	Y.K. NAMA M.D.	08527948292 y.nama@rppindia.in	
2.	KUTEK POWER SYSTEMS PVT LTD. IMT Manesar Gurgaon.	Rameshwa mehta	09650973131 marketing@kutek.in	
3.	VITRONICS	SUSHIL VOHRA APPLICATION ENGINEER	SUSHIL.VOHRA@TEKTRONIX.COM 9910599455	
4.	Advance Technical Systems Pvt Ltd.	MAHFOOZ KHAN Manager - Sales	9899828211 sales@atspltd.com	

S. No.	Name Organization	Name of Representative & Designation	E-mail address Telephone/ Mobile Number Fax Number	Signature
5.	FLUKE Tech (P) Ltd.	RAVI NATARAJAN Sr. Mgr. & Sec. Head (Def.)	ravi.natarajan @fluke.com/95550 67346	
6.	FLUKE TECH (P) LTD	Satyajit Nalk Product Manager	satyajit.nalk@fluke.com 9717460081	
7.	Complus Systems Pvt. Ltd. Bangalore	Tapan Savalia Sales Engineer	sales@complus.in complus@complus.in	
8.	<del>Achal Trivedi</del> The Motwane Mngt Coput Ltd. Nashik	Achal Trivedi AAMI - BHV	trivedi.achal@ motwane.com	
9.	The Motwane Mfg. Nashik.	Jignesh Desai mng - AAMI BHV	Desai.Jignesh@motwane.com	

S. No.	Name Organization	Name of Representative & Designation	E-mail address Telephone/ Mobile Number Fax Number	Signature
10.	Measurements International LLP.	SANDEEP SHARMA General Manager DEEPAW MISRA DSM - operations	sandeep@millp.co.in 8826893301 deepan@millp.co.in 8826893302	 
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