

Responses to the Queries on Bid Documents

Sl. No.	Clause/Page no.	As Per Bid Document					Clarifications	
		Description	Bidder-1	Query/Observations of Bidders	Bidder-3	Bidder-4		Bidder-5
1	Section VIII/GCC 1. Definitions	(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.		Here, whether warranty services will be included or not is not clear. Additionally, what is the meaning of "other such obligations" – clarity is required on Supplier's Responsibilities covered under the definition of Related Services.				Warranty services will be included in the related services. Other obligations means all other services related to the supply of goods including registration of the vacuug.
2	Section IX/SCC/GCC 16.1 - Payment Terms	(f) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract upon submission of claim and a bank guarantee for the equivalent amount valid until one (1) month beyond the date of delivery at destination sites. The Advance Payment Guarantee shall be released after (a) satisfactory completion of tests and trials at Project sites, and (b) acceptance of complete supply of vacuug, (c) training to the operating staff, and (d) supply of all items included in the Schedule of Requirements. The bank guarantee shall be in the form provided in the bidding document or another form acceptable to the Purchaser.		Here, schedule of requirement including definition of Related Services is vague and hence, when will the bank guarantee be actually released is not clear and hence, – clarity is required. The Bank Guarantee anyways will remain valid for at least a period of 1 month beyond completion of above obligations of Supplier.				As per GCC Clause No.16.1 of bid document, the Advance Payment Guarantee shall be released after (a) satisfactory completion of tests and trials at Project sites, and (b) acceptance of complete supply of vacuug, (c) training to the operating staff, and (d) supply of all items included in the Schedule of Requirements.
		(f) On Shipment after satisfactory completion of tests and trials at Project sites : Sixty (60) percent of the Contract Price of the Goods shipped (complete with sets of items per Vacuug as listed in Technical Specification under Section VII- Schedule of Requirements) shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13 including (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with, and		Here, there is NO mention about release of payment authorization, i.e. within how many days payment authorization will be released in favor of Supplier? Request clarity on the timelines.				To be settled as per L/C conditions.

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		(iii) On Acceptance after satisfactory completion of tests, trials and training at Project sites of delivery. Thirty (30) percent of the Contract Price of Goods received shall be paid after satisfactory completion of tests, trials and training at Project sites, within thirty (30) days of submission of claim supported by the acceptance certificates issued by the Purchaser, and completion of training and supply of all items listed in the Schedule of Requirements.		Here definition of Related Services under schedule of requirement is vague and hence, when balance 30% payment will be actually released is not clear. Further, how this 30% will be paid through LC or any other mode of payment is also not clear and hence, clarity required.				As per GCC 16.1 of bid document, 30% percent of the Contract Price of Goods shall be paid within thirty (30) days of submission of claim supported by the acceptance certificates issued by the Purchaser, and completion of training.
		Payment for Goods supplied (i) Advance Payment: Ten (10) percent of the Contract Price of goods (ii) On Shipment after satisfactory completion of tests and trials at Project sites : Sixty (60) percent of the Contract Price of the Goods	Because of controversy in Advance Payment, requesting for increasing of payment on delivery and proposing payment settlement in following manner: (i) On Shipment after satisfactory completion of tests and trials at Project sites: Seventy (70) percent of the Contract Price of the Goods					Payment milestone will be as per bid document: (i) Advance payment: Ten (10) percent of contract price of goods (ii) On Shipment /on delivery after satisfactory completion of tests and trials at Project sites : Seventy (60) percent of the Contract Price of the Goods (iii) On Acceptance after satisfactory completion of tests, trials and training at Project sites of delivery: Thirty (30) percent of the Contract
			ii) On Acceptance after satisfactory completion of tests, trials and training at Project sites of delivery: Thirty (30) percentage of the Contract Price of the Goods Please consider acceptance of the goods will be centrally at the purchaser's premises centrally (BMWSSP - Mohakhali, Dhaka) and end point delivery, will be at the respective Pourashvas after acceptance.					The advance payment will be merged with the next payment (60% of contract price, On Shipment /On delivery) those who are reluctant to receive advance payment.
								Acceptance of goods will be at the respective Pourashvas after final inspection.

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3	GCC 26 and Schedule of Requirement	GCC 26.1 - The inspections and tests shall be: 1. Pre-shipment Inspection. 2. Test to check the performance of Goods 3. Pre-delivery Physical Inspection. The tests mentioned above shall be done by PSI Agent and Technical Inspection Committee. GCC 26.2: The Inspections and tests shall be conducted at: (i) For Pre-shipment Inspection: at the Origin or Manufacturer's premises. In other cases, Inspections and tests shall be conducted by the Technical Inspection Committee at the Supplier's/Supplier's local agent's premise/local manufacturing plant/facilities (as applicable) and also at the final destination (Project Site) as mentioned in the List of Goods and Delivery Schedule under Section VI of this bid document.	Please confirm the number of delegates with the number of days of stay at the Origin or Manufacturer's country (including day of boarding and return), for budgetary consideration in pricing.	Here, there is confusion between pre-shipment and final inspection due to different conditions under schedule of requirement 5 Pre-shipment Inspections and Tests and GCC / SCC 26, as per GCC / SCC 26 final inspection will be conducted at two locations - in supplier's/ manufacturer's place and also at Project site in Dhaka, Bangladesh. Request clarity on entire inspection clause from tendering authority - how many inspections will happen? Where each such inspection will happen? Who will bear entire cost including traveling (foreign + local), accommodation, refreshment expenses of inspectors for each inspection? Where final inspection will happen? When final inspection report will be issued? When and where Acceptance Certificate will be issued?	In such a scenario, incoterms should be CPT. Port in Bangladesh and not till Project destination in Dhaka, Bangladesh. Request clarity and amendment in INCOTERMS.				As per GCC Clause No. 26.1 of Bid Document, The inspections and tests shall be: 1. Pre-shipment Inspection. 2. Test to check the performance of Goods. 3. Pre-delivery Physical Inspection Two inspections will be conducted. (1) pre-shipment inspection at manufacturer's place (2) Final Inspection at the respective pourashava Maximum two persons and maximum 7 days will be required for conducting pre-shipment inspection at the manufacturer country. All the cost related to the inspections and tests will be treated as per GCC Clause No. 26.1. After completion of final inspection the final inspection report will be issued. After issuance of final inspection report, the acceptance certificate will be issued at the final destination.
4	ITB / BDS 14 - Bid Prices & Discount	Place of destination: CIP (Project Office) Address of Project Office: Office of Project Director, Bangladesh Municipal Water Supply and Sanitation Project (BMWSSP), Department of Public Health Engineering (DPHE), DPHE HRD Center (7th floor), 36-37 Bir Uram AK Khandaker Sarak, Mohakhali, Dhaka - 1212, Bangladesh. Customs formalities including appointment of and payment to the Clearing and Forwarding (C&F) agent engaged for customs clearance etc. in the Purchaser's country shall be arranged by the purchaser. Any charges payable on the foreign Goods for transit through any country other than the Purchaser's country will be borne by the supplier. Customs duties and taxes (CD, VAT etc.) payable for the imported materials under the Contract incurred at the destination of Project Office shall be paid by the Purchaser. For already imported goods, bidder shall submit necessary documents of payment of custom duties and taxes						Basically there is no difference between CIP and CPT term except insurance coverage. Under CIP term insurance cost to be covered by the suppliers. The project requires the supplier to obtain insurance for the goods while in transit.	

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5	ITB - 46 & GCC 18- Performance Security	46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required. 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.		Here, as definition of Related Services under schedule of requirement is not clear and needs clarity as there is risk that performance security may be forfeited and become payable to Purchaser on failure of Supplier to complete all its obligations. The discharge and return of performance security by Purchaser will happen within 28 days post completion of Supplier's obligations, including related services under schedule of requirement and warranty obligations – here, the definition of related services is vague and hence, timeframe for return or discharge of performance security is also indefinite and hence request mention of timelines for return of performance security.					Kindly refer to Clause No. 18.4 of GCC. "The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations."
6	ITB 19 - Bid Security	A Bid Security "shall be" required A Bid Securing Declaration "shall not be" required If a bid security shall be required, the amount and currency of the bid security shall be USD 120,000.00 (US Dollar One Hundred Twenty Thousand) only or BDT 10,200,000.00 (BDT One Core Two Hundred Thousand) only.		Number of days within which bid security has to return is not clearly specified and hence request defining of the number of days of bid security return.				Kindly refer to ITT Clause No. 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.	

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7	ITB 39 and 44 – Standstill Period and Debriefing by the Purchaser	<p>39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract.</p> <p>Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.</p> <p>On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.</p>		Request clarification on whether standstill period and debriefing period is excluded from 28 days period of furnishing performance security. Within how many days of notification of award, will the bid Acceptance Letter be issued?					Yes, standstill period and debriefing period are excluded from 28 days period of furnishing performance security. Upon expiry of the Standstill Period, the NOA will be issued.
8	ITB 17.2 b	Service Network. Three service centers to be specified		Tata Motors channel partner in Bangladesh (Niso Motors) has many service centers. As per tender only 3 Centers are required. However, vehicles are spread all over. Clarity is required on selection basis of concentration of population.				The winning bidder will require to submit with locations of at least 3 (three) after-sales service center facilities in the Purchaser's country before signing the contract. The location can be anywhere in the purchaser country.	

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9	ITB 33	(c) Group C: Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.				Clarify please		Goods manufactured from abroad can be of two types (1) already imported; (2) to be imported
10	ITB 17.2 (b)	After sales service is: "required" The winning bidder will require to submit with locations of at least 3 (three) after-sales service center facilities in the Purchaser's country before signing the contract.				Define it and can we outsource to you/ other parties		In this case MOU between the supplier and the authority of after-sales service center should be submitted.
11	ITB 18.1	The Bid validity period shall be 150 days after the bid submission deadline.				Explain Please		Bid validity period of 150 days (calendar days) means the time-line for the process involving examination, evaluation and approval of the bid and issuance of Notification of Award.
12	ITB 45. 1	The successful Bidder may not need to submit the Beneficial Ownership Disclosure Form.				Clarify please		The form is not required.
13	ITB 14.7	The Incoterms edition is: "Incoterms 2020" The Incoterms is: CIP				CIP terms meaning/interpretation please confirm : I) Tender authority opens LC direct to the manufacturer? II) Who will pay the import duties/taxes of any sort at your port? III) Who will be clear cargo out from port? Who will pay inland transportation cost?		CIP means "Carriage and Insurance Paid" and refer the clause in TDS " ITB 14.8 (b)(i) and (c)(v); Customs formalities including appointment of and payment to the Clearing and Forwarding (C&F) agent engaged for customs clearance etc. in the Purchaser's country shall be arranged by the purchaser. Any charges payable on the foreign Goods for transit through any country other than the Purchase/s country will be borne by the supplier. Customs duties and taxes (CD, VAT etc.) payable for the imported materials under the Contract incurred at the destination of Project Office shall be paid by the Purchaser. For already imported goods, bidder shall submit necessary documents of payment of custom duties and taxes.
14		Delivery schedule of 60 units in 12 months after signing of contract				Is it negotiable?		No
15		Time Extension				Need time Extension around 20 days		The revised deadline for Bid submission is: Date: 19 April 2021 Time: 2:00 pm

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16	ITB 17.2 (a)	Manufacturer's authorization is required for the following items: 1. Chassis 2. Vacuum Pump			Manufacturer authorization shall be provided by manufacturer/supplier/principal who is providing the CBU/CKD/SKD for the complete vacuum truck. If the manufacturer/Bidder sources the chassis, vacuum tank and vacuum pump from different entities then a separate authorization has to be provided for each item.			Agreed
17	ITB 22.1	The deadline for Bid submission is: Date: 6 April 2021 Time: 3:00 pm			The deadline for Bid submission is: 25 April 2021 3:00 pm			The revised deadline for Bid submission is: Date: 19 April 2021 Time: 2:00 pm
18							In case of COVID situation worse in the country of bidder and countries relevant to the manufacturer of the Bidder's sourcing country (but the purchaser's country is open) and the corresponding gov't gives restriction on works, what will be fore measure consideration in this case.	As per GCC Clause No. 32 of bid document
19							After release of Goods from the sea port and customs, do the purchaser's own driver will drive the TRUCKS to take it to the final destination?	As per price schedule "Goods manufactured outside the purchaser country (to be imported and already imported), it is the responsibility of supplier to take it to the final destination.
20							Is it acceptable that Trucks can be delivered from port to the destination of supply by driving the TRUCKS itself with the bidders own driver and responsibility?	As per price schedule "Goods manufactured outside the purchaser country (to be imported and already imported), it is the responsibility of supplier to take it to the final destination.

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