



GOVERNMENT OF KARNATAKA

(Department of Public Instruction)

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No.: PL-10/F.Bi-Cy.Proj.2012-13.Tend-09/2011-12

Date : 23-02-2012

IN CONTINUATION OF PRE-BID MEETING OF THE TENDER CALLED FOR SUPPLY OF BICYCLES FOR THE YEAR 2012-13 UNDER CHAIRMANSHIP OF DIRECTOR (PRIMARY) HELD ON 10-02-2012 FOLLOWING CLARIFICATION ARE ISSUED FOR THE QUERIES & SUGGESTIONS SOUGHT BY VARIOUS FIRMS.

MEMBERS PRESENT

1. Sri A.Deva Prakash, Director (Primary)
2. Sri K.P.Hanumantharayappa, Director (Secondary)
3. Sri Basavanyappa, JDPI, for ACPI, Gulbarga
4. Sri K.B.Jamashetti, ADPI, for ACPI, Dharward
5. Sri K.L.Ramachandra, Asst. Director (Admn), Women & Child welfare Dept.
6. Sri H B Raghunath, Under Secretary (ZP), RDPR
7. Dr.H.C.Chittappa, Asst. Professor, UVCE, Bangalore.
8. Sri T.Lakshmaiah, Chief Accounts Officer, O/o.CPI, Bangalore
9. Sri Palakshaiah, DDPI (Primary), O/o.CPI, Bangalore.
10. Smt.R.Manjula, SADPI (Planning), O/o.CPI, Bangalore.

REPRESENTATIVES OF THE BIDDERS/COMPANY:

1. Sri Jagdev Singh, M/s.S.K.Bikes (P) Ltd., Ludhiana
2. Sri K.K.Chadha, M/s.Atlas Cycles (H) Ltd., Madhya Pradesh
3. Sri K.R.Nambiar, M/s.T.I.Cycles of India, Chennai
4. Sri R.S.Jamwal, M/s.Hero Cycles Ltd., Ludhiana
5. Sri E.Mullaivalavan, M/s.Avon Cycles Ltd., Ludhiana

Director (Primary), welcomed the members and representatives of different companies. The tender document was perused page by page and the representatives raised several queries and submitted their suggestions/queries in writing.

The queries/suggestions given by different companies are as follows:

✓ **Registration and online payment of EMD:**

Representative of M/s. S.K.Bikes (P) Ltd., Ludhiana, sought that in case of any problem in getting registration on e-procurement portal, name of contract person and contact number who may be approached for assistance and account particulars may be furnished for deposit of EMD through NEFT/RTGS.

Decision:

It is clarified that for all information regarding registration, payment and further assistance for e-procurement web site www.eproc.karnataka.gov.in may be

browsed. For contact details click on "contact us" button and all related links are also available in the website.

✓ **Tender Quantity & EMD:**

Representatives of M/s. Atlas Cycles (H) Ltd., Madhya Pradesh, M/s. Avon Cycles Ltd., Ludhiana, M/s. Hero Cycles Ltd., Ludhiana & T.I. Cycles of India, Chennai referring to tender quantity in Page 1 & EMD in page 3, clause II(a)(i) sought clarification as to whether the bidder has to quote for all quantities i.e., 551495 or any number of quantity i.e., district wise. If any number of quantity can be quoted what will be the EMD amount to be submitted by way of Bank Guarantee and e-payment.

Representative of M/s. S.K. Bikes, Ludhiana, requested to divide 34 districts into 10 zones and allow them to participate for any one zone or more than one. They also requested to fix Rs.16.00 lakhs EMD for each zone.

Decision:

It is clarified that the bidder has to quote for whole quantity i.e., 5,51,495 bicycles and EMD has to be submitted accordingly as prescribed in the tender document.

✓ **Annual Turnover & Previous Supplies :**

Representative from M/s. S.K. Bikes referring to Page.2, Clause (I) (iii) & (iv) requested that in view of judgment of Hon'ble High Court of Chhattisgarh the average annual turnover of Rs.100.00 crores and supply of minimum 300% of the quantity in last 3 years may suitably be amended to enable small and medium scale bidders to participate in the bid.

Decision:

It is clarified that since this is the eligibility criteria to identify the bidders' capability amendment could not be done.

✓ **Auditors report for 3 years :**

Representative of M/s. S.K. Bikes (P) Ltd., Ludhiana referring to Page-3, Clause II(a)(v) auditors report for the past three years should be submitted, i.e., 2009-10, 2010-11 & 2011-12 said that since the audited statement for 2011-12 is not finalized, can they submit reports for 2008-09, 2009-10 & 2010-11.

Decision:

It is clarified that the audited reports for 2008-09, 2009-10 & 2010-11 can be submitted.

✓ **Bid Security:**

Representative of M/s. Avon Cycles Ltd., Ludhiana, referring to clause 3.1(h) of page No.5 asked if there is any prescribed format for the bid security to be submitted along with the bid.

Decision:

It is clarified that the clause 3.1(h) in page-5 is corrected as "Bid Security". The standard format given by the banker is sufficient.

✓ **Financial Bid :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana requested that since the supplies are on for destination basis and the taxes and duties are equally applicable on all bidders (being all of them are outside Karnataka) only final cost of per cycle may be accepted in Financial Bid.

Decision:

It is clarified that the Financial bid has to be submitted in the format given in ANNEXURE-E.

✓ **Test Certificates, Inspection & Octroi :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, sought clarification whether any test certificates are required from any recognized laboratory in respect of bicycles, since all the financial records are to be submitted duly certified by the CA, what is the purpose of inspection by Government and also whether any OCTROI duty is applicable in Karnataka.

Decision:

It is clarified that the In-House testing certificate must be submitted along with technical bids. Page No.3, clause II(a)(iv) clearly mentions that the bidder should confirm the facilities exist in factory for inspection and testing which should be made available to purchaser or his representatives for inspection which no where refers to the financial records. Further it is also clarified that at present OCTROI is not in existence in Karnataka.

✓ **Technical Documentation :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, referring to clause 14 of page 33 requested to delete the clause as every body knows how to ride a bicycle.

Decision:

It is clarified that this clause is necessary as not all the children know how to ride a bicycle.

✓ **Proforma for Performance statement :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, referring to Annexure-C, Page-37 column 7 requested to delete the column as no Government department issues certificate mentioning "the goods/equipment been satisfactorily functioning". The department releases Bank Guarantee or security deposit after completion of Guarantee period.

Decision:

It is clarified that Column No.7 in Annexure-C, page no.37 is modified as "Has the supplier satisfactorily executed the order referred under purchase orders (certificate from the purchaser to be enclosed)."

✓ **Performance Security Annexure-H :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, requested to ignore the proforma given under Annexure-H in page-44, for submitting Performance Security as each bank has standard proforma for Bank Guarantee.

Decision:

It is clarified that the Bank Guarantee should be submitted in format mentioned under Annexure-H.

✓ **Delivery Schedule :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, M/s.Atlas Cycles (H) Ltd., Madhya Pradesh, M/s.Avon Cycles Ltd., Ludhiana, M/s.Hero Cycles Ltd., Ludhiana & T.I.Cycles of India, Chennai referring to Page 13 clause 21.4(b)(i) and Annexure-J in Page 46 said that the supply should be made on fortnightly basis. Dispatch and assembly have to be completed in 60 days and delivery to schools to be completed in another 60 days at the dates and quantity prescribed in Annexure-J. The bidders requested that it is not practically possible to despatch and assemble the whole quantity in 60 days and even if this is done it is very difficult to store and safeguard the bicycles as the volume and areas to be covered is huge. Hence, the entire process of despatch, assembly and delivery to schools can cumulatively be completed within the stipulated period of 120 days.

Decision:

Clause 21.4(b)(i) & (ii) should be read as follows:

21.4(b)(i) Page 13 : The supply of properly assembled bicycles to the schools should be completed within 120 days from issue of Letter of Intent (LOI).

21.4(b)(ii) Page 13 : Letter of Intent (LOI) means as soon as the purchaser (Tender Inviting Authority) accepts offer of the successful bidder, the successful bidder will be intimated through a letter of intent accepting the offer and asking the successful bidder to sign the agreement within 7 days of receipt of LOI. The agreement will be in line with the tender conditions.

Upon signing the agreement the Detailed Supply Order will be issued with all the conditions mentioned in detail as per the tender.

Failing to respond to LOI or delay in signing agreement will be construed as non-responsiveness of bidder and will be dealt with as per clause 29.2 of III-Instruction to bidder of tender document.

Correspondingly Liquidated Damages: GCC Clause 22.1 Page No.25:- is modified as follows:

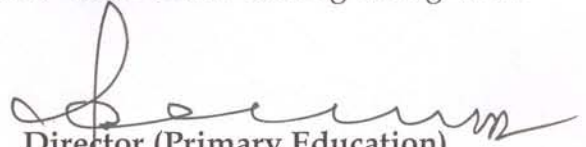
Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages. In case of delay in the supply of the goods an Liquidated Damages of 1% up to a maximum of 5%, per week of the value of the goods supplied with delay will be charged as penalty.

✓ **Front Basket :**

Representatives of M/s.S.K.Bikes (P) Ltd., Ludhiana, referring to Sl.No.11, Annexure-A, Technical Specifications for Girls Bicycle, sought clarification whether Front Basket steel netted with black coating should be fitted along with supporting rod or not.

Decision:

It is clarified that front basket should be fitted along with support rod. Hence the clause is modified as "Front basket steel netted with black coating along with supporting rod".


Director (Primary Education)
A/o. CPI, Bangalore.