

Response to Bidders Queries - Power Information Technology Company (PITC)

Tender No. **PITC/G-224(48)/10-2020**

Sr. No.	Queries	Description	Clarifications
1	Clause 2 SUB-CLASUE 2.3.1VI	<ul style="list-style-type: none"> <li>• Samples submitted with tender documents OR Samples shall be submitted after technical evaluation.</li> </ul>	Along with bids submission
2.	Clause 3 SUBCLASUE 3.2.2 iii and iv Clause 3 SUBCLASUE 3.5.1	<ul style="list-style-type: none"> <li>• Please review if PITC wants to establish the Eligibility, and technical evaluation on technical parameters. We request to opt for Two Stage Two Envelopes.</li> </ul>	As per RFP clause 1.3.
3.	Clause 3 SUBCLASUE 3.3.2 i) and ii)	<ul style="list-style-type: none"> <li>• PPRA rules allow the balanced contract for purchaser and seller. The term new taxes shall be borne by seller and exemption or decrease shall be passed to purchaser. We request the balanced terms for purchaser and seller. Duties and taxes are beyond the control of Supplier.</li> </ul>	This clause will remain intact as per RFP
4.	Clause 3 SUBCLASUE 3.6.2 Annexure A) Affidavit undertaking item V	<ul style="list-style-type: none"> <li>• PITC may increase/decrease the BOQ. we request please specify the %age of increase/decrease in quantity as standard WAPDA/DISCO/NTDC Purchase term</li> </ul>	The Estimated quantity is 1000.
5.	Clause 3 SUBCLASUE 3.6.3	<ul style="list-style-type: none"> <li>• Please indicate the mechanism of submission of Performance Security in <b>favour all indenters/consigneers</b> as mentioned in Annexure D SCC (GCC Clause 1.1 (g) any DISCO, PITC, WAPDA formation or state owned company under umbrella of ministry of Energy.</li> <li>• Performance Security are submitted against agreement between Purchaser and Seller. Normally Performance Securities are submitted to Purchaser i.e. CEO PITC. As it is mentioned in 3.3.6 the bid security.</li> </ul>	As per RFP clause 3.6.3.

6.	Clause 3 SUBCLASUE 3.7.1 i)	<p>We understand this clause as under</p> <ul style="list-style-type: none"> <li>• One authorized inspector from CEO PITC and</li> <li>• One authorized inspector for all indenters mentioned in tender document</li> </ul>	Yes
7.	<p>Clause 7 SUBCLASUE 7.2 and 7.3</p> <p>Annexure-D: Special Conditions of Contract of GCC clause 4</p>	<p>Please consider score point</p> <ul style="list-style-type: none"> <li>• As per other bidding process as technical score should be 70 and financial score 30.</li> <li>• Mandatory factors documentation table sr.1</li> <li>• Compliance to successful operation and running of sample cell phone with PITC meter reading software application.</li> </ul>	As per clause 7.2 and 7.3 of RFP.
8.	<p>Technical Speciation BOQ the term FCS</p>	<ul style="list-style-type: none"> <li>• We understand and request to please confirm that FCS means the consignee are the as mentioned in Annexure D, SCC Definition (GCC Clause-I) any DISCO, PITC, WAPDA formation or state owned company under the umbrella of Ministry of Energy.</li> </ul>	FCS means Free Delivery at consignee store.
		<ul style="list-style-type: none"> <li>• Please indicate the delivery schedule and quantity as per consignee requirement.</li> </ul>	As per Section C of RFP
		<ul style="list-style-type: none"> <li>• BOQ quantity of 1000 units is for one quarter or four quarters.</li> </ul>	As per clause-3.6.2
9.	Annexure C section 4	<ul style="list-style-type: none"> <li>• Please indicate the purpose of access to drawing and production data of cell phone and other sensitive information.</li> </ul>	It is irrelevant and is considered deleted
10	Annexure C section 11 Change Orders	<ul style="list-style-type: none"> <li>• Please indicate the nature and kind of changes at any time in drawings, designs, or specifications, packing.</li> </ul>	It is irrelevant and is considered deleted
11	Bid Pricing	<ul style="list-style-type: none"> <li>• Since its import item so Prices are dependent on duty, tariff, custom, rate by manufacturers. Dollar fluctuation, so prices validity can't go beyond 90 days from date of submission i.e 16 Feb_2020, it is not practically possible to lock rate beyond 90 days as manufacture neither commit the handset model availability/continuity not gives prices beyond 90 days i.e. bid validity)</li> </ul>	As per clause-3.3.7

12	Bid Validity	Prices of quoted item will be valid for 90 days. If order is placed later than 90 days. Then how prices changes impact would be handled.	As per clause- 3.3.7
	The bid shall remain valid for 90 days after the date of opening of technical bid as prescribed by PITC	<ul style="list-style-type: none"> <li>• The validity of quote will be 90 days (starting from date of bid submission)</li> <li>• When PO will be received i.e. will it be received with 90 days of bid validity period?</li> </ul>	No
		<ul style="list-style-type: none"> <li>• It means that bidder will be awarded tender within first 90 days?</li> </ul>	Yes (Rate contract)
	The bid shall remain valid for 90 days after the date of opening of technical bid as prescribed by PITC	<ul style="list-style-type: none"> <li>• Rate contract will be signed within 90 days period i.e. bid validity period?</li> </ul>	Yes
		<ul style="list-style-type: none"> <li>• If rate contract between both parties is signed before or at 90<sup>th</sup> days of bid validity , then until when the quoted prices will be binding upon supplier.</li> <li>• PO will be issued in one go or in parts?</li> <li>• After expiry of rate contract i.e. three months. What will be status of quoted prices.</li> </ul>	<p>Quoted Prices of items are valid uptill Rate Contract</p> <p>In parts</p> <p>Quoted Price are valid up to Validity of Rate Contract</p>
13	ORDER IN ONE GO or Parts	<ul style="list-style-type: none"> <li>• Would PITC place 1000 handsets order in one Go,</li> <li>• What would be quantity of total handset under this contract please quote minimum quantity that surely be lifted.</li> <li>• DISCO Wise Minimum Quantity to be lifted within 90 days i.e. bid validity?</li> <li>• What would be breakup of handset that will be lifted DISCO Wise</li> <li>• The maximum quantity will remain 1000?</li> <li>• When PO will be issue within 90 days i.e. bid validity?</li> </ul>	<p>Already clarified para-12</p> <p>It is totally up to the discretion of Indenter/Purchaser</p> <p>No, this is only estimated quantity</p> <p>As per clause- 3.3.7</p>

14	<p>Rate Contract timelines</p> <p>The rate contracts will remain enforced for a period of three months from the date of issuance and is further extendable to three months repeatedly, if agreed by both the parties, not exceeding one year in total.</p>	<ul style="list-style-type: none"> <li>• The rate contracts will remain enforced for a period of three months from the date of issuance</li> <li>• is it date of issuance or date of signing by both parties?</li> <li>• After expiry of first three months of rate contract , it will be extended on mutual understanding by both parties ?</li> <li>• After expiry of first three month of rate contract. Will both parties will renegotiate on new prices? As the bid validity was for 90 days as per bid document. And other factors. Government taxes, dollar rates, duties, imports levis and the factors.</li> </ul>	<p>Initially Rate contract is only for three months and can be extended up to 12 months with mutual consent</p> <p>Issuance Date</p> <p>Yes</p> <p>No</p>
15	<p>Discontinuation of Handset by Principle</p>	<ul style="list-style-type: none"> <li>• What would be alternative in case handset quoted model discontinues.</li> </ul>	<p>Equivalent or Higher specification of same brand in same price will be accepted</p>
16	<p>INSPECTION AND TEST</p> <p>A joint inspection of the equipment being supplied shall be carried out by CEO (PITC) or his representative and indenter/consignees or their authorized representatives at firm's premises. The detailed physical examination of stocks will be carried out and any item if found not according to the approved technical specifications etc. will be rejected.</p> <p>ii) Supplier shall deposit 0.5% (service charges for joint inspection) in the account of PITC of the purchase orders placed against the rate contracts executed by PITC.</p>	<p>Inspection Fee</p> <ul style="list-style-type: none"> <li>• It will be applicable separately on every and each delivery/PO</li> </ul> <p>§ Yes/NO</p> <ul style="list-style-type: none"> <li>•Or a combine payment to be made in favor of PITC.</li> <li>•When it will be paid to PITC?</li> <li>•It will be paid in shape of cheque or PO</li> </ul> <p>•It will be in favor of PITC or DISCO?</p>	<p>Yes</p> <p>Not applicable</p> <p>Before inspection</p> <p>Yes</p> <p>PITC</p>

17	Delivery:	<ul style="list-style-type: none"> <li>• Would it be mandatory that Supplier/contractor to be physically available at the time of handset delivery to DISCO(s)</li> <li>• Since it will be huge quantity so what is TAT for inspection by PITC or DISCO(s)</li> </ul>	<p>Yes</p> <p>Jointly by PITC and DISCOs representative</p>
18	Change in Rates Factors	<ul style="list-style-type: none"> <li>• As there is frequent fluctuation in exchange rate so imported item price may not remain fixed for longer period of time</li> <li>• If order is placed after expiry of rate contract i.e. three months, what would be price mechanism – Price will remain same or may increase/decrease.</li> </ul>	<p>Rate will be charged as per Rate contract</p> <p>Contract will be extended only if both parties agree on same price</p>
19	Contract signing	On what value of stamp duty will be used for contract signing	No stamp paper is needed
20	Delivery location/place of DISCOs (cities)	All Discos delivery address only city names	<p>LESCO → Lahore</p> <p>GEPCO → Gujranwala</p> <p>FESCO → Faisalabad</p> <p>IESCO → Islamabad</p> <p>MEPCO → Multan</p> <p>PESCO → Peshawar</p> <p>HESCO → Hyderabad</p> <p>SESCO → Sukkhar</p> <p>QESCO → Quetta</p> <p>TESCO → Peshawar</p>

21	Responsibility of obligation	<p>Since its bilateral legal agreement (PITC-CMPAK)</p> <ul style="list-style-type: none"> <li>• DISCOs are neither party nor client in the contract</li> <li>• How DISCOs will be entitled to be the beneficiary of Performance guarantee</li> <li>• How DISCOs will be hold accountable for any financial matters</li> </ul>	As per clause GCC 1.1 (g) of Annexure-D
22	<p>Performance Security</p> <p>i) The successful bidder shall deposit performance security 10% of the value of the purchase order in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of indenter/consignee with min validity period until the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later.</p>	<ul style="list-style-type: none"> <li>• Performance guarantee will be issued of 10% of value of each purchase order?</li> <li>• Would there be a several performance guarantee for each and every purchase order?</li> <li>• Performance guarantee will be issued in favor of DISCO or PITC</li> <li>• Where the performance guarantee be submitted?</li> <li>• When Performance guarantee will be submitted</li> <li>• and when and how it would it be paid – at the time of sets delivery</li> <li>• Will it be refundable – non-refundable and chq payment to PITC</li> </ul>	As per clause 3.6.3 of RFP
23		<ul style="list-style-type: none"> <li>• Battery bank are optional, would they have any impact on technical evaluation?</li> <li>• What is inspection fee is for , 0.05% inspection fee</li> </ul>	<p>no impact on technical</p> <p>As per clause 3.7.1 (i)</p>

24	The supplier may be asked to arrange Two complete set of equipment offered (hardware) for demonstration and inspection in the O/o Director General (ISDS) PITC, 402 WAPDA House Lahore before signing of the Rate Contract. The equipment, which does not meet the technical specifications, can be rejected	When these handsets will be required, as per bid document, these two sets may be required once Purchase order/LOI is issued? Please confirm – LOI will be issued from PITC after evaluation. If ZONG agreed then one rate contract will signed and will be uploaded on site.	As per clause GCC 4.1of Annexure-D along with bid submission (Two complete hand Sets)
25	When would be performance guarantee be released. Would it be released after expiry of handsets? – there's a time line of one year.  Would PITC place 1000 handsets order in one Go, - may be it would be in two to three chunks or may be 500 and then again 500. ZONG can ask this question	<ul style="list-style-type: none"> <li>• as there is frequent fluctuation is exchange rate so imported item price may not remain fix for longer period of time</li> <li>• If order is placed in different time during contract period, what would be price mechanism – Price will remain same or may increase/decrease as per rte. Ask in pre bid. It's an important question</li> </ul>	As per clause 3.6.3 of RFP
26	On what value of stamp duty will be applicable on contract signing – this is Govt fee which is very minor.  What would be place of delivery of handset – it will be mentioned on PO.		No stamp paper is needed

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