

## Q&A ITB-IDA/GDF-FLD/2016/002 - 25 October 2016

**Q1**: Clause 3.1.2.6: This will force us not to offer low volume products including new products. Please reconsider this clause for:

- a. low volume products,
- b. old products being replaced with new products; and
- c. new products.

A: GDF/IDA will not accept any MOQ for FLDs. GDF/IDA consider volumes for new products sufficient.

**Q2:** Clause 3.1.7: Which agency will certify these language translations? If a registration is under renewal or if a renewal fees is not paid, then that registration should be considered valid. Will this be the case?

## A: There is no requirement to use specific agency. Authorized person of the manufacturer can verify the accuracy of the translation provided.

GDF/IDA cannot be in the position to acknowledge whether a registration is under renewal or if a renewal fees is not paid. Therefore certificates valid on the day of evaluation will be considered

**Q3:** Clause 3.7.4, 3.7.5, 3.7.6: To maintain full transparency, GDF/IDA should inform points per evaluation criteria and also declare score of each bidder at the time of allocation. Leaving point allocation to discretion undermines GDF's procurement strategy, especially 2.1c.

## A: Kindly refer to paragraphs:

2.3.9: By participating in this process, bidders agree to the legal terms and conditions as stated in this ITB document. There are no other arrangements or understandings between the GDF/IDA and any Bidder with respect to this ITB other than the text contained herein and

**3.7.6.** GDF/IDA will be under no obligation to reveal, or discuss with any Bidder, how technical and financial Bids were assessed or to provide any other information relative to the selection process. Only allocation of points between technical and financial Bids as stated in art **3.7.3** can be communicated to the Bidder upon request.

**Q4:** Clause 3.8.5: Price negotiation post tender undermines the entire tendering exercise. Rights for price negotiation post tender should be removed from this and any other clause.

## A: Clause 3.8.5 remains valid for this ITB

Q5: What is the duration expected for the LTA?

A: Kindly refer to 2.7.5: LTAs shall be valid for an initial term of 12 months and shall commence on the commencement date and expire at midnight on the expiry date, unless earlier terminated in accordance with the provisions of the LTA. For ERP approved product, the LTA shall be terminated earlier if the ERP approval of product is not renewed or cancelled And

2.7.6: After the initial term of 12 months, IDA Foundation shall be entitled to renew the LTA for a further term of up to 12 months and on the same terms and conditions, by giving the supplier written notice of its intention to renew the LTA not less than 60 days prior to the LTA expiry date.