

ANNEXURE - II

Tender Enquiry No: HLL/PCD/SAARC-02/12-13 dated 30/03/2013				
S. No	Name of the Supplier	Representations	HLL Reply/ Clarification	
I	Innovative Medicare Technologies Pvt. Ltd	A) Please clarify the quantities.	A) Amendment being issued	
		B) Whether LC will be opened or not? Request to consider the provision for opening LC in Indian Rupees as well.	B) No LC will be opened. Payment will be made directly by HLL or through SDF.	
		C) Please Clarify whether the manufacturers for consumables should have this certification or the bidder itself. Bidder maybe a trading company and hence maynot have this certification.	C) Manufacturer should have ISO-13485	
		D1) Whether for Companies quoting consumable kits there is no need of any past performance or order copies to be enclosed. For consumables, is the clause mentioned in point C	D1) Amendment being issued	
		D2) It should be sourced from only SAARC countries applicable or we can source from other countries as well such as China.	D2) All the items in the kits should have origin/manufacturer in any one of SAARC countries only as already mentioned under clause C (Section:IX) of qualification criteria.	
II	Surgicoim Medequip Pvt. Ltd	A) The Currency of Quote is specified to be USD. Since we are the previous winner for the tender and was awarded the contract the last time for SAARC countries, we faced the problem of extreme delay in payment when made in USD as RBI/FEMA rules did not allow 2 Indian business entities to transact in USD. We would like to remind you that after execution of the order the payment is still awaited even after 2 years. If it is not quoted in USD (or if the order is placed in INR), then we may be forced to charge Excise duty / VAT as applicable. We would like to request you to find a middle path so that both the problems can be addressed	A) To resolve the problem faced by M/s. Surgicoim a clause in the TED has been incorporated (GIT 12) stating that "The tenderer in the SAARC member states, supplying goods and allied services, shall quote the price in US\$ only" and also under clause GIT 33.2 "The contract shall be awarded in US Dollars. However, in case of Indian bidder, the Purchaser reserves the right to award the contract in Indian Rupees, by converting the quoted US Dollars at the SBI TT Selling Exchange Rate, as prevailing on the date of opening of techno commercial bids. In such case, no foreign exchange variation shall be admissible or payable to Indian supplier, during entire execution of contract".	
		B) From whom the payment shall be made?	B) GCC Clause No: 21.6 is clear on this issue. No further explanation is required.	
		C) Payment terms are explained in GCC 21.1, page 42, we seek clarification on the point as to in how many days the payment shall be made upon submission of documents? (eg 15-30 days or so)	C) Amendment being issued	
		D) We request for some clarity whether the quoted price should include local taxes such as Excise duty and VAT or not?	D) This has already been addressed against at Sl. No: V(C)	
	Surgicoim Medequip Pvt. Ltd	E) The Validity of the tender is 225 days (approx 7 months). The tender also says that for the successful bidder, the purchaser can place the NOA and the price shall be valid for another 2 years from the Date of NOA. This is force the bidder to validate the price for 2 years and 7 months which is absolutely impossible when quoted in USD since fluctuation in USD can't be predicted for such a long time. The main component of the quoted price is the Equipment + Freight. The supplier may be able to validate the price for the said duration but freight increases at a pace of 15-20% p.a. (DHL/UPS/Cargo) which is beyond the suppliers estimate. We suggest that either the tender validity may be reduced.	E) Amendment being issued	
		F1) The tender does not talk about the financial stability of the bidder. Since the total size of the equipment shall be in the order of 15-18 Crore INR (more than 2.5 Million USD) and even more for consumables, the financial capacity of the bidder should be of the similar range. Even if we consider the financial assistance from banks/lending institutions, they shall be lending to the companies having a reasonable turnover. We estimate the bidder to be investing nearly 25 Crore INR (more than 4.5 Million USD). We suggest to add a clause "that the bidder should be eligible to quote only the size equal or less than its maximum turnover in the last 3 years". And when we say bidder, we mean the bidder and not the principle manufacturer since manufacturer will always secure its payment from the bidder and may not invest such a huge amount in the bidder since the payment shall be made to the bidder and not the manufacturer. It is the bidder who is actually be the one to finance the project. Without this, there are a fair amount of chances that the project may not be executed by the successful bidder as it is desired by SDF and HLL.	F1) No change is required	
		F2) The tender says that supplier shall conduct one session of installation and training for the local technicians and Biomedical engineers at one central region in every country. On the contrary, the GCC clause no 13.1 pg 39 says that Scope of supplier includes Installation, Commissioning, Supervision, and Demonstration along with (iii) Training of the staff. We suggest that it may changed to Demonstration and Training at once central spot.	F2) This GCC clause 13.1 should be read in conjunction with the other clauses in the tender. At page no 13 it has been clarified that the installation, commissioning, training etc., is to be done at one single point/ any one district hospital for the equipment supplied. No further explanation is required.	
			G) The tender puts a condition that the supplier must visit each consignee site once every six months (pg 40 GCC clause no 15.7) for preventive maintenance. This may be difficult and even evasive for bidders to execute such inspection in war stricken parts of Afghanistan, Disturbed areas of Northern Pakistan along with hilly and treacherous areas of Nepal and Bhutan. We suggest in case of a breakdown, the supplier shall fix the technical issue but preventive maintenance should be omitted.	G) Amendment being issued

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	Surgicojn Medequip Pvt. Ltd	H) The per day fine of 200 \$ is, in some cases, more than the cost of the equipment (eg. Examination light, pulse oximeter). We suggest that it may be 1-2% of the cost of the equipment per day.	H) Amendment being issued
		I) The warranty mentioned is 12 months from the commissioning. We suggest to make it 12 months from date of installation or 18 months from the date of despatch which is there in most world bank or UN tenders. Having a specified timeline shall make the project go in a smooth manner.	I) Amendment being issued
		J) We suggest to add a specified duration for the local consignee to clear the goods and issue the CRC.	J) No need to specify the duration as the CRC has to be released immediately after the receipt of the goods by the Nodal officer.
		K) We suggest to add a column in the price schedule for conditional discount (in case of early payment, minimum order value etc.	K) Amendment being issued
III	Krishna Laxmi Medicare	I am supplying medical items to AIIMS since past one year. I have a good network of reputed manufacturers of medical items as required under the tender enquiry for SAARC countries. Please confirm if I am eligible to quote against the subject Tender Enquiry	Bidder may participate only if eligible as per tender condition/ qualification criteria.
IV	Medical Systems and Services	A) A timeframe should be specified for the issue of receipt of goods by Nodal officer to HLL or Supplier from the date of arrival of the consignment at the designated port preferably 30 days, beyond which automatically 75% payment should be released by HLL to Supplier on the basis of CAN (Consignment Arrival Notice) given by shipping agent to Consignee or Nodal Officer.	A) Not agreed. The Nodal officer will issue the CRC immediately after receipt of the goods.
		B) It is not clear whether the supply of 50% quantity is to be shown in any one of last 3 years or cumulatively in last 3 years? Kindly clarify for such a large project it should at least be any one of last years to establish supply capacity and track record.	B) We may clarify that the tenderer should have supplied cumulatively the quantity during the period as specified in the qualification criteria.
		C) Please clarify mode of transportation and how you will differentiate between two bidders quoting air transportation v/s by land dispatch.	C) Goods are to be dispatched by air only as per Annexure-I of NIT.
IV	Medical Systems and Services	D) Should be read as follows: The transit insurance should be valid for a period of 90 days of arrival of goods at designated ports. Further transshipment and local transportation by Nodal officer from airport to end consignee cannot be arranged by Supplier and Supplier cannot be held responsible for delay in clearing of goods, payments of customs duty or clearance of any local formality in consignee country.	D) Ultimate consignee(s) are specified in section XXI. No amendment to the clause is required.
		E) No Insurance companies will cover risk without specifying the type and address of location of interim storage at central location and cover the onward transportation from airport to central storage and there on designated consignee without specifying the transport mode/ transporter and in many countries it is difficult to have single agency to cover transit risk upto designated port and thereafter in the designated country. It is suggested that the transit insurance beyond the designated port should be arranged and born by nodal officer and reimbursed by you and any claims in case of transit damage be reimbursed to the Nodal officer for procurement on payment basis from HLL.	E) This has already been addressed against at SI. No: IV (D).
IV	Medical Systems and Services	F) There are many delays in final installation and handling over of the equipment due to reasons beyond the control of the Supplier and specific to the designated country/ end consignee and hence warranty clause should be read as "12 months from the date of issue of installation, commission and acceptance of the goods or 18 months from the date of CAN at the designated port, whichever is easier.	F) This has already been addressed against at SI. No: II (I)

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V)	Manchanda Medicos	<p>A) Please clarify who will install the entire quantity of equipments whether Supplier or Member state technicians as it is obvious equipments will be installed at different points maybe different district in each member state??</p> <p>Whatever mentioned at Page no. 13, 29 and 39 incidental services under clause no.13 are contradictory. Please clarify who will install at the consignee and where are the locations of the consignee as rates have to be submitted consignee wise and cost of transportation has to be included.</p>	<p>A) This has already been addressed against at sl. no: II (F2)</p>
V	Manchanda Medicos	<p>B) We request you to allow Indian bidders to quote in Indian Rupees because you are making payments in Indian Rupees and not in US Dollars. Please clarify whether it is export by the bidder or not. If it is exported by the bidder then excise duty and VAT should not be charged. Please refer to clause no. 13.4.1 ad 13.4.2, there is contradiction. please clarify in whose name the bill by the bidder will be made. i.e., in the name of Nodal officer, SAARC country or in the name of HLL on behalf of MEA or SAARC country.</p>	<p>B) This has already been addressed against point II (A).</p>
V	Manchanda Medicos	<p>C) Please refer to clause no. 13.5.2 and 13.5.3 on page no.22. What is this reimbursement of excise duty. We request you to explain as about this clause.</p> <p>D) Please allow Indian bidders to submit EMD bank guarantee in Indian Rupees.</p> <p>E) Please confirm whether it is by sea or by air as it will affect the cost.</p> <p>F) Please advice who will facilitate visa for Pakistan?</p> <p>G) The warranty is one year from the date of installation but please clarify whether the Purchaser will ensure that goods will be accepted by the Consignee when the goods are despatched. It has been observed that consignee say that site is not ready for installation, until and unless site is not ready we (Consignees) refuse to give acknowledgement. What is the solution to this problem with HLL?</p> <p>H) In this please note that there are some instruments/ equipments whose cost is lower than USD 200. It means that one day penalty is more than the cost of the equipment and in some equipment 3 days penalty is USD 600 which is cost of the equipment which is really very UNPRACTICAL APPROACH. We therefore request your office to put practical approach to this problem & delete this clause.</p>	<p>C) Under clause no: 13.4 and 13.5 it has been mentioned the bidder should enquire and find out if any of the duties and taxes are exempted or applicable and quote accordingly. No further explanation is required.</p> <p>D) Amendment being issued</p> <p>E) By Air, as mentioned in Annexure : I of NIT</p> <p>F) Supplier has to make their own arrangement</p> <p>G) This situation may not arise for this project.</p> <p>H) This has already been addressed against Sl. No: II (H)</p>
V	Manchanda Medicos	<p>I) In MEA contracts it is 90% on submission of Bill of Lading and you are mentioning 75% after Consignee receipt Certificate. The goods are despatched and it takes one month to deliver the goods in SAARC countries and if Consignee is not ready to accept the goods because of some reasons best known to him (Consignee) he doesnot get the consignment released from his customs then what we will do? Hence we request you to follow the practical approach, release 90% payments on submission of Bill of Lading, warranty, insurance and inspection report and hold back 10% payment. Already the purchaser is having 20% payments with them (10% in the form of Performance security + 10% Balance Payment). After acceptance of the goods please release 10% payments. We request your office to confirm within how many days HLL will make payments after submission of documents of payments as per bid document. Because it has been observed that the finance division of HLL Noida office doesnot release the payment on time, the reason best known to them.</p> <p>J) The Shipper is MEA or the bidder. If it is MEA the documents has to be signed by the designated officer in MEA which takes its own time. The time consumed in getting the documents signed by MEA should not be included in liquidity damages. We request you to make 0.5% per week which comes to 2% per month</p> <p>K) MEA allows consortium, in this tender can consortium submit the bid or joint bid of two companies will be accepted.</p>	<p>I) No changes are proposed in the payment terms</p> <p>J) Shipper will be the supplier</p> <p>K) Amendment being issued</p>

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V	Manchanda Medicos	L) We request you to reduce this to 25% of the quoted quantity, with this more bidders will come and government will get competition.	L) Amendment being issued
		M) Please note that there is no CMC in this tender, hence the last para of the CMC cost should be deleted in the Authority letter on Page no. 75.	M) Amendment being issued
		N) Please explain clause D with the line atleast two brands with names of manufacturers while outsourcing the supplies & in disposables please donot restrict the manufacturers that they give authority letter to one party only rather it should be based on the capacity of the manufacturer.	N) No change except as mentioned against Sl.No : I (D1)
VI	Plasti Surge Industries Pvt Ltd.	A) The qualification criteria for such a tender, worth approx. 70-80 Crs, is quite weak. No criteria has been provided to evaluate the financial capability of the bidder, such as the annual turn over clause. Also there is no clause for assessing the strength of the bidder to supply the consumables (kit A2+B2+C2); Where in it has been mentioned that the same can be quoted independent of the equipment. Thus the current criteria for equipment is inappropriately applied for the consumables. To overcome these shortcomings, we suggest the following.	A) This has already been addressed against Sl. No. II (F).
VI		B) We request the Purchaser to increase the duration of the qualification criteria to FIVE years prior to the date of bid opening, which would result in a healthy competition. This also gives a better scenario of the Supplier's capability and assures the Suppliers presence in the market for a longer duration. This would ensure the Supplier has been involved in this nature of business for a considerable time and has thus got the necessary infrastructure, reputation and strength to carry out the contract. Also, Under Proforma 'A' (Proforma for Performance Statement), it has been mentioned that the performance has to be given for a period of 5 years, thus substantiating our above request.	B) Amendment being issued
		C) We request the Purchaser to give price preference of 10-15% to the SSI/NSIC/MSME registered unit under the Certificate of registration as this would ensure that the Supplier is recognized by the Government of India and for further facilitation of growth. The same practice is adopted by most of the State Government/ PSU's; as the Central Government policy is to promote the SSI/MSME Units.	C) Since this project is funded by SDF, this is not applicable. Accordingly S.NO: 3 under Section XX (checklist) is being deleted.
		D) As the estimated cost of the project is Rs 70-80 Crores, we request the Purchaser to consider providing Cumulative Annual turnover Criteria of Rs. 75 Crores in past 5 years so as to be assured of the financial strength of the Tenderer to carry out the necessary contract obligations	D) No change is required

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VI		<p>E) The Purchaser is absolutely right in acknowledging the above clause for the said Contract. As it is imperative to have an expertise and prior experience in kitting for Consumables and Equipment proper and specialised kitting would be a necessary prerequisite to the member states and the purchaser. This requires certain set of skills and typical infrastructure and prior experience in such installation. "However this necessary" prerequisite is not reflecting in the Qualification/Evaluation criteria." Hence prior kitting experience in the Government/PSU business should be made mandatory. For this, we suggest that the Tenderer should have carried out atleast Rs 20 Crores worth of Kits supply in the past FIVE years. Also, Under Proforma 'A' (Proforma for Performance Statement), it has been mentioned that the performance has to be given for a period of 5 years, thus substantiating our above request.</p>	<p>E) No change is required</p>
VI	<p>Plasti Surge Industries Pvt Ltd.</p>	<p>F) We request the Purchaser to acknowledge that under the Proforma 'A', the performance has been asked for the period of 5 years whereas In all the above qualification criteria, 3 years has been considered for performance. As it has been mentioned and requested earlier, a period of 5 years generally gives a comprehensive and complete picture of the Suppliers strengths, capacity and reputation in the market when compared to 3 years and thus we strongly recommend the qualification criteria to be modified.</p>	<p>F) This has been addressed against at Sl.No: VI (B).</p>
		<p>G) We request the Purchaser to confirm if Conditional Discounts are applicable as in case of the International Tenders floated by World Bank/UNOPS. Further to this, the provision for mentioning the details of the Conditional discount need to be provided in the Price Schedule - XI</p>	<p>G) This has already been addressed against at Sl. No VI (K).</p>
		<p>H) We request the Purchaser to return the EMD of the unsuccessful bidder immediately after the award of contract, as they would not be related to any Contract obligations thereof.</p>	<p>H) This is already covered under GIT clause no: 19.5 of Tender document</p>
		<p>I) We request the Purchaser to confirm for EMD exemption for the Tenderes with NSIC, SSI, MSME EM-2 Certifications etc, as being practised by State Governments/ PSU's according to the GR (Government Resolution) maintaining that the registered units with Government of India should be provided exemption from EMD payment for facilitation of growth of Small and Medium Entreprises.</p>	<p>I) This has been addressed against at Sl. No: VI (C)</p>

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VI	Plasti Surge Industries Pvt Ltd.	<p>J) We request the Purchaser to revisit the above clause. The Validity of the contract is for 180 days from the date of tender opening. The complete planning for the Lot of production is done as per the Award of contract. The price bid shall be quoted according to the total volume of the tender as it exists today. Thus, if decrease is carried out in the quantity subsequent to the award of contract, it will result in great losses to the manufacturers/suppliers given that the final bid prices have been worked taking into consideration total volume for production, total volume for transportation costs with the Freight partner.</p>	<p>J) As per GIT clause no: 40.1 quantity can be decreased or increased upto 25% of the quantity mentioned in the list of requirements. There is no clause to decrease the quantity subsequent to the award of the contract. No further explanation is required</p>
	Plasti Surge Industries Pvt Ltd.	<p>K) We feel it is unjust to the Indian bidders as they will be at a disadvantage of Exchange rate fluctuations while the non-indian bidders will not carry any such risk. Hence for a level-playing field, we suggest that the Clause should omit the following: "However, in case of Indian bidder" the Purchaser reserves the right to award the contract in Indian Rupees, by converting the quoted US Dollars at the SBI TT Selling Exchange Rate, as prevailing on the date of opening of techno commercial bids. In such case, no foreign exchange variation shall be admissible or payable to Indian supplier, during entire execution of contract" We request that the Purchaser should award the contract and process the payment in INR only as this will nullify the issues of exchange rate disparity arising due to delayed tender opening or award of contract. The fluctuations in the USD exchange rate is very high and the tenderer is put to a great risk by agreeing to the above clause.</p>	<p>K) This has already been addressed against at Sl. No: II (A)</p>
VI	Plasti Surge Industries Pvt Ltd.	<p>L) Kindly clarify who is the Consignee, Interim Consignee, Nodal Officer, the team of Biomedical who carry out the installation and Ultimate Consignee in the Contract?</p>	<p>L) The supplier has to deal with the Nodal Officer of the respective member state only, to get the installation, demonstration and training done. No further explanation required.</p>

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VI	Plasti Surge Industries Pvt Ltd.	<p>M) The Equipment such as Radiant Warmers, Phototherapy, Incubator etc are packaged and shipped in a disassembled state to avoid transit damage. As it stands, the material shall be received, cleared and brought to a District Hospital by the Nodal Officer. Installation and demo for one no. of each of these equipment will be done as part of the training and installation programme. The Consignee receipt certificate needs to be provided to the supplier thereof without any delay.</p>	<p>M) The supplier will be required to install, commission, train, demonstrate at one single point/ any one District Hospital for the equipment supplied to cocerned member state as already specified in TED.</p>
		<p>N) Under Section - XXI We request the Purchaser to clarify that the Ultimate Consignee List as mentioned in the section XXI are actually the Nodal officers of each of the member states, responsible for the duties as mentioned in the Tender, being the single point of contact for the Suppliers/Agents for any help, support or contingency during the course of supply in the Contract.</p>	<p>N) Yes. Nodal officer is the contact & responsible person for help & support of all activities.</p>
VI	Plasti Surge Industries Pvt Ltd.	<p>O) We request the Purchaser to provide the The Airport/City name for Pakistan. Furthermore, it is expected from Embassy/Nodal Office of other SAARC Member states to provide/support us for easy VISA approvals. Logistics activities and approvals for carrying out the business in the state during the period of the contract. We request the Purchaser to assure the safety of the Suppliers/Agents in the SAARC Member states for issues related to theft. Force Majeur etc.</p>	<p>O) The details of the Airport for Pakistan will be provided later. Supplier will have to make their own arrangements for VISA or any issues related to theft/ safety etc.,</p>
		<p>P) The above should be read as "Format of the Consignee Receipt Certificate as per section XVII"</p>	<p>P) No amendment required.</p>

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VI	Plasti Surge Industries Pvt Ltd.	<p>Q) We request the Purchaser to acknowledge the fact that most of the times, the fault is not in the machine but the improper handling/voltage fluctuation of the equipment which results in the malfunctioning of the machine. The above Clause is not as per the Standard International Warranty Clause. The Warranty of replaced goods can be provided only on a pro-rata basis.</p>	<p>Q) No change required.</p>
		<p>R) The Purchaser is informed that the preventive maintenance can be carried out by the Agent appointed by the Supplier to carry out such activities.</p>	<p>R) This has already been addressed against at Sl. No: II(G)</p>
VI	Plasti Surge Industries Pvt Ltd.	<p>S) We request the Purchaser to confirm that the date of installation shall be when installation commissioning and demonstration of the goods is completed at a District Hospital to the Nodal Officer/Interim Consignee and is immediately accepted by providing the "Consignee Receipt Certificate" to the Supplier/Agent without inordinate delays. The delivery, installation to the ultimate consignee is to be taken care of by the Nodal Officer/Interim Consignee and thus the Supplier/Agent shall have no responsibility for delays made in that regard.</p>	<p>S) Consignee Receipt Certificate (CRC) will be issued immediately after receipt of the goods in good condition by the Nodal officer without waiting for the installation.</p>
VII	Agam Pharmaceuticals Pvt Ltd	<p>A) Kindly allow the Indian Bidders to quote in INR</p>	<p>A) This has already been addressed against at Sl. No: II (A)</p>
		<p>B) Pl specify that for bidders who quote for consumables no agent is required in SAARC member country where supply is to be made. In case of any replacement same would be done directly by supplier.</p>	<p>B) This has already been addressed against at Sl. No: VII (C)</p>
		<p>C) Also please amend the LD rates reasonable as consumable products cost less than LD rate @ 200\$ per day. Hence this rate is not feasible.</p>	<p>C) Amendment being issued</p>
		<p>D) Also please specify the time for release of final receipts by consignees & along with this it is also important to fix the period for Nodal Officer to get the material collected from Airport so that final receipts are issued in time.</p>	<p>D) This has already been addressed against at Sl. No: VI (S)</p>
		<p>E) Also please specify the period within which the payment will be released to supplier.</p>	<p>E) This has already been addressed against at Sl. No: II (C)</p>
	Agam Pharmaceuticals Pvt Ltd	<p>F) Please amend the Price schedule format so that any discount on early payment or award of orders for two / three countries etc may be offered by bidders.</p>	<p>F) This has already been addressed against at Sl. No: II (K)</p>
		<p>G) Also pl allow the Air freight claim as on date of dispatches. The offered transportation will be fixed for first 3 months after the Notification of Award and thereafter in case any hike in Air freight is there it will be paid to supplier.</p>	<p>G) Not Agreed</p>