

Prebid-Representations of MGPS for Hospitals Getting Upgraded to Super specialties under PMSSY Phase-IV			
TED:	HITES/PCD/PMSSY-IV/06/MGPS/19-20 dated 24-10-2019	Date of Prebid Meeting: 05-Nov-2019	Item: Medical Gas Pipeline System (MGPS)
Sl.No.	Tender Specification	Representations Received from the bidders	Committee Recommendations
1	<u>Section - XIV-A, Page 128</u> Manufacturer's Authorisation Form	Our overseas principal supplier is not the original manufacturer for a few imported items, and they therefore procure those items from original manufacturer's and selling those items under Own brand name, in that case please confirm whether authorisation letter from principal supplier will fulfill the tender requirement.	Tender Terms remain unchanged
2	<u>Section - XIV-A, Page 113</u> We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____, hereby authorise Messrs _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.	We request you to amend the para as follows: We, _____ who are proven and reputable manufacturers / Suppliers of _____ (name and description of the goods offered in the tender) having factories at _____, hereby authorise Messrs _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured / supplied by us.	Tender Terms remain unchanged
3	<u>General Instructions to Tenderers (GIT), Clause no. 13.5.2, Page 14</u> Custom Duty: The Purchaser will pay the Customs duty wherever applicable upon actual production of documentary evidence.	Please confirm whether custom duty for imported goods will be provided by Purchaser in case of a bidder quoting in Indian Rupees. Imported items will be dispatched directly to site and it will be sold to purchaser on High Sea Sale basis.	Tender Terms will remain unchanged. Nocustom duty will be paid if bidder quotes in INR.
4	General Conditions of Contract (GCC) , Clause 8.8, Page 33 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim	For Imported items Principal supplier/Manufacturer will not provide any Third Party Inspection Certificate. Kindly delete the sentence: Principal/Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Llyod, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.	Tender Terms remain unchanged
5	<u>Sec-IV; GCC; Cl. No. 15.2; Warranty; Page 35</u> Incremental cost (if any) for up gradation, if required , should form part of the contract for the Warranty and Post Warranty period.	Please elaborate requirement in details.	In case any upgradation is required during the warranty and CMC period the same may be considered while quoting.
6	<u>General Conditions of Contract (GCC), Clause 21.1, Page 38</u> Payment Terms against supply of Goods: b) Twenty percent (20%) payment of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of the following document:- i) Installation certificate /installation report in original issued by the consignee c) On Acceptance: Balance Twenty percent (10%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.	We would request to consider 25% payment of the delivered goods price shall be paid on instalation & 5% payment shall be made against FAC.	Tender Terms remain unchanged

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7	<u>SECTION-IV, GENERAL CONDITIONS OF CONTRACT(GCC), Clause 21, Page 38</u> Payment Terms	If commissioning of the project is delayed for more than three months after supply for reasons not attributable to Supplier then payment linked to these activities shall be released immediately. Kindly confirm.	Tender Terms remain unchanged
8	<u>Clause 21.9 of GCC, Page 40</u> FAC	We understand that FAC shall be issued immediately after installation / commissioning, but not later than 3 months. After completing the supplies / installation, if commissioning is delayed for reasons not attributable to supplier, then the FAC has to be issued within 3 months. Please confirm.	Tender Terms remain unchanged
9	<u>Clause 21 of GCC, Page 40</u> Payment against installation & commissioning	If commissioning is delayed for reasons not attributable to supplier then payment against this mile stone will be released within 2 months of completing all supplies	Tender Terms remain unchanged
10	<u>SECTION-IV, GENERAL CONDITIONS OF CONTRACT(GCC), Clause 23, Page 42</u> Liquidated damages: Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST also which in turn shall be deducted from the bidder.	We would request to consider liquidated damages , a sum equivalent to 0.25% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 5% of the contract price.	Tender Terms remain unchanged
11	<u>SECTION-VI, LIST OF REQUIREMENTS, Page 47</u> Supply, Installation and Commissioning to be completed within 180 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.	Considering huge quantum of work, we would request to consider completion period as 240 days from date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.	Tender Terms remain unchanged
12	<u>Section-XIII, Page 113</u> BANK GUARANTEE FORM FOR EMD	There is no provision to indicate validity of BG in the EMD BG Proforma Section XIII. Kindly amend Section XIII, by adding the validity period.	Tender Terms remain unchanged
13	<u>Page 47, Section- VI, List of Requirement</u> Delivery Schedule - Supply, Installation and Commissioning to be completed within 180 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.	Delivery Schedule - Supply, Installation and Commissioning to be completed within 180 days from the date of NOA or date of opening of LC or date of approval of layout drawing or date of Site handover in all respect, whichever is later.	Tender Terms remain unchanged
14	<u>On page no 66, point no 21</u> Extra works (Optional)	Please clarify will these extra works which are Optional will be considered for ranking of L1 bidder	Optional items will be considered for ranking purpose
15	<u>On page no 38,</u> In payment terms clause it is written that 70% will be given on supply,20% on installation and remaining 10% on FAC (Final Acceptance Report)	Our submission is that the payments terms should be amended as 75% on supply, 20% on Installation and remaining 5% on issue of FAC. We also request to amend that the FAC should be issued within one month from the date of Installation, otherwise it delays the payment process.	Tender Terms remain unchanged

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16	<p><u>Page 16, Sl. No. 19 EMD,</u> 19.2 b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.</p>	<p>Your tender is for Supply, Installation, Testing & Commissioning, which comes under NSIC service category hence it is not under product sale therefore your mentioned clause 19.2 b) Traders/ resellers/ distributors/ authorized agents is not applicable for EMD Exemption for this tender which may please be removed immediately and companies obtain NSIC may please be allowed towards EMD exemption & other Benefits.</p>	<p>The tender comes under works contract where supply as well as services are required to be rendered. Hence Traders/ resellers/ distributors/authorized agents are not eligible for EMD Exemption.</p>
17	<p><u>Page 12; Point xii</u> Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.</p>	<p>Kindly clarify this statement for "Non conviction /no pending conviction certification"</p>	<p>Participating bidder should not have been convicted or there should be no case pending against bidder in last three years. Bidder should not have been debarred or blacklisted by any State/Central institution.</p>
18	<p><u>Page 16; EMD; Clause 19.2</u> The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be). a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.</p>	<p>Confirm the requirement for EMD exemption.</p>	<p>Tender Terms detailed as per section 19 of GCC.</p>
19	<p>Section – IX Qualification Criteria Minimum Work of Similar Nature: Eligible bidders should have successfully executed globally in last Seven years from the date of tender opening, similar turnkey project of value, equivalent to or exceeding 50% of the estimated schedule/ tender value. Out of total 50% value, at least one single order for similar work of minimum 10% of the estimated schedule/ tender value should have been executed globally. The details of requirement of cumulative schedule values for MWSN (minimum work of similar nature) are mentioned in Eligibility Table. The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of tenders. Example/Clarification: Similar Project means that Modular Operation Theatre meeting major technical parameters irrespective of material of construction.</p>	<p>Reference "Performa A", There is a condition mentioned which states that the "bidders are requested to submit the latest purchase order copies supplied to AIIMS,PGIMER, JIPMER, Institute of national importance for the specific model quoted along with the price bid". There is no provision to attach any additional sheet/PDF along with the price bid. Kindly also note, Performa A state's performance statement for the period of 5 years whereas, as per the eligibility table the experience of last 7 years shall be taken in consideration. Kindly amend "Performa A "to performance statement of last 7 years.</p>	<p>Provision for attaching any additional document like proforma invoice is available in the NIC tender portal. It is clarified that experience of last 7 years will be taken in to consideration during evaluation of bids.</p>

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20	<p>Taxes and Duties</p> <p>20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.</p> <p>20.2 Further instruction, if any, shall be as provided in the SCC.</p>	<p>Reference Pt.20 of GCC clause of Pg.38, the supplier shall be responsible for all taxes, duties, fees etc until delivery and Pt. 12.8 on Pg 40 refers to reimbursement of duties, taxes. Also, the tender states that the prices for Imported good shall be CIF. As you must be aware that the government is eligible for a partial/ complete exemption on custom duty on Import of goods.</p> <p>Please clarify if the custom duty / clearance expenses / exemption shall be availed by the purchaser.</p> <p>Reference, Section VI,Pg.47 also states that the supplier is not responsible for custom clearance and forwarding the goods to the consignee site.</p>	<p>As per Section V SCC & Section VI List of Requirements Rates are to be quoted on CIP Named Port of Destination Basis. Hence the customs duty/ clearance etc. shall be taken care of by the purchaser.</p>