

**Response To Pre-Bid Queries - Commercial**

**HITES/PCD/MP/CLINICAL/RC-06/20-21 dated 18.03.2021**

<b>Tender Page &amp; Para</b>	<b>TENDER SPECIFICATION</b>	<b>REPRESENTATION RECEIVED FROM THE FIRMS</b>	<b>HITES REMARKS</b>
<b>Page 4, 2</b>	This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16thSeptember 2020). Participating bidders need to submit relevant make in India authorization certificate	S.n.2 of note on page 4 of 104, states that the bid is reserved for class I & class ii bidder only. We wish to states that above mentioned items namely mechanical ventilator with HFO of the specification enumerated is not being manufactured in India to the best of our knowledge and beliefs. Further we wish to state that here are very few international manufacturers such a product and therefore in order to get adequate bidding, this clause may be deleted (while continuing price preference to the Indian manufacturers, if any, as per DPIIT policy). Otherwise this clause is restrictive and will not yield ventilator of the quality required for tiny babies, which required extremely sensitive ventilator offering all specification desired.	No change
<b>Page 4, 2</b>	This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16thSeptember 2020). Participating bidders need to submit relevant make in India authorization certificate	This bid is reserved for Class I and Class II bidders only as per make in India Policy (DPIIT Order dated 16th September 2020). Participating bidders need to submit relevant make in India authorization certificate:- Please explain about this point	Kindly refer Order vide Ref. P-45021/2/2017-PP(BE-II) dtd 16.09.2020 & Clarification dtd 04.03.2021 issued by DPIIT, Ministry of Commerce and Industry, Gol for detailed clarifications
<b>Page 14, 12.1</b>	12.1 The price to be quoted only in Indian Rupees. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.	The bidder are expected to bid only in Indian rupees which is also going to yield less competition specially after COVID affected 2020, disturbing all the cash inflows of many companies. Moreover, the sites where these equipment are to be installed usually getting late, there by further restricting the cash inflow in a timely manner (There are delays beyond 18-24 months in many sites)	No change

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<b>Page 16, 20 (a)</b>	20. If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (one hundred and twenty days) after the date of tender opening prescribed in the TEdocument. Any tender valid for a shorter period shall be treated as unresponsive and rejected.	We humbly request to kindly mention the NOA validity also. You would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to hold the same quoted prices. Hence request to kindly have the NOA validity also.	No change
<b>Page 31, 15.2</b>	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:- a) Any kind of motor. b) Plastic & Glass Parts against any manufacturing defects. c) All kind of sensors. d) All kind of coils, probes and transducers. e) Printers and imagers including laser and thermal printers with all parts. f) UPS including the replacement of batteries. g) Air-conditioners	We humbly request you to kindly mentioned that Warranty won't include the accessories, consumables, rubber goods, glass items and other perishable items.	No change
<b>Page 31, 15.4</b>	Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions	We humbly request to amend this as "Upon receipt of notice, within 8 hrs the supplier shall initiate the action to repair/replace the defective part. Completion of repair will depend on nature of repair required. You would agree, that considering the Custom holidays & Govt. holidays it's not practical to have 24(hrs) X 7 (days) X 365 (days) as Service Criteria. Hence, we request you to kindly amend it as "Working days of the respective institute".	No change

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<b>Page 31,</b> 15.6	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.	You would agree that the point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser" is not acceptable. Hence we humbly request you to kindly delete this line.	No change
<b>Page 32,</b> 21	TERMS AND MODE OF PAYMENT	<p>Please specify the timeline within which HLL would release the payment post receipt of complete payment related required documents.</p> <p>1. Please add back option to quote in imported terms as If we quote in INR, there will be a risk of foreign exchange rate fluctuations, which may create impact on material costs and resulting to increase in the price of equipment, which may adversely effects to the govt. funds.</p> <p>2. If option for participating in INR will remain same, we request for opening of 100% irrevocable Inland Letter of credit with disbursement split of 75% initial payment against LC to be paid on submission of dispatch documents and balance 25% payment would be made against installation.</p>	No change

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<b>Page 35, 23.1</b>	<p>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 or any other applicable taxes which in turn shall be deducted from the bidder.</p>	<p>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 5% of the contract price. We humbly request you to kindly make the maximum LD as 5%.</p>	<p>No change</p>