MINUTES OF PRE-BID MEETING

Brief Description of Procurement: **HIV-1 RNA, Quantitative, Nucleic Acid Extraction and Real Time PCR Machine and Kits**

Bid Ref. IFB No. SAMSPL/17-18/ET/4 dated 22/06/2017

Date and Time of Pre-Bid Meeting: 10/07/2017 at 12:00 Hrs.

Venue of Pre-Bid Meeting: Strategic Alliance Management Services Pvt. Ltd. (SAMS), B01-B03, Vardhaman Diamond Plaza, D B Gupta Road, Paharganj, New Delhi- 110055

The following Bidders' Representatives attended the pre-bid meeting:

Sr. No.	Name of Prospective Bidder/Firm	Name and Designation
1.	M/s Krypton Biomedicals Pvt. Ltd., New Delhi	Mr. Sanjay Chopra, Product Manager
2.	M/s DSS Imaegetech Pvt. Ltd. New Delhi	Mr. Mahesh Semwal, AGM- Sales
		Ms. Bhoomika Rawat, Manager - Marketing
		Ms. Manisha Singh, Manager - Application
3.	M/s Abbott Health Care Pvt. Ltd. New Delhi	Mr. Rajiv Sharma
		Ms. Gurprit Singh, Country Manager (Molecular Division)
4.	M/s Hemogenomics Pvt. Ltd, New Delhi	Mr. Parvesh Sachdeva, Manager – Regional Sales
5.	M/s Roche Diagnostics India Pvt. Ltd., Mumbai	Mr. JayaBharath Reddy, Business Head
		Mr. Avanish Mani Tripathi, Regional Manager
		Mr. Prashant Kumar Singh, Manager Sequencing & Microarray
		Mr. Azdan Shaik
6.	M/s Vision Diagnostics (I) Pvt. Ltd. Delhi	Mr. Shafiqu Ahmed.
		Ms. Sonal Varshney, GM- Sales
7.	M/s Qiagen India Pvt. Ltd. New Delhi	Mr. Amit Saxena, Account Manager
		Mr. Naresh Kumat, Application Manager
8.	M/s ADT India Pvt. Ltd., New Delhi	Mr. Manu Gandhi
		Mr. Hemant K. Sharma, Director
9.	M/s Consona Health Care Pvt. Ltd., New Delhi	Mr. Niraj Kumar, Technical Director
10.	M/s Elnova Pvt. Ltd., New Delhi	Mr. Manish Pandey

The following NACO's representatives were present in the pre-bid meeting as observer:

Sr. No.	Name and Designation
1.	None

The following SAMS's officials were present in the pre-bid meeting:

Sr. No.	Name and Designation
1.	Mr. Sanjay Rastogi, Director
2.	Mr. Anil K. Bhutani, General Manager (Procurement) and Team Leader
3.	Mr. Satya P. Verma, General Manager (Procurement)
4.	Mr. Arpit Saxena, Manager (Procurement & SCM)
5.	Mr. Vivek Kumar Dy. Manager (Procurement)

Proceeding of the pre-bid meeting is as follows;

1. At the outset, General Manager (Procurement), made a briefing about the scope of services and purpose of the pre-bid meeting.
2. Thereafter, prospective bidders were requested to put up their queries related to scope and terms and conditions given in the Bidding Document.
3. The queries from prospective bidders were appropriately responded. The representatives were also requested to send their queries in writing through e-mail within 3 days.
4. The responses to queries sought from prospective bidders in writing and those asked during the meeting have been compiled as per **Annexure-A**.
5. The Amendments made pursuance to ITB Para 8 of the Bidding Documents are being issued separately (as **Amendment No. 3 dated 23/8/2017**).

(Satya Verma)
General Manager (Procurement)

Appendix-A

Clarifications in regard to queries/suggestions received for Bid Documents for Procurement of 80 Nos. HIV-1 RNA, Quantitative, Nucleic Acid Extraction and Real Time PCR Machine and Kits
(IFB No. SAMSPL/17-18/ET/4)

As per provisions given in Section – I ITB Para 7 of the Bid Documents and the queries/clarifications sought by the prospective bidders, the following Responses/Amendments are being issued:-

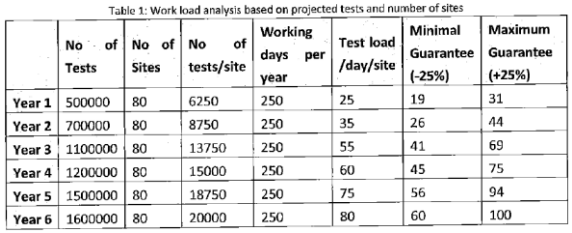
A. TECHNICAL

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
1	Section VII Schedule of Requirements – Technical Specifications – Sr. No. 10 (Page No. 64)	The kits should be DCGI approved as well as FDA-approved / CE-marked, for IVD use	Does the kit need to fulfil both conditions? ▪ FDA approved ▪ CE marked for IVD use	It is to clarify that the kits should be approved for IVD use by the following: ▪ DCGI approved; and ▪ FDA-approved or CE-marked
2			It should be CE/IVD approved only, putting USFDA will help to only US manufacturers which I against Indian/Asian/ European Manufacturers because generally they do not take USFDA approval which is mandatory to sale their products in USA only You can put condition that "Supplier should have valid form 10 import license from DCGI at the time of supply of kits	
3	Section VII – Schedule of Requirements - Technical Specifications – Sr. No. 1 (Page No. 64)	Line Item No. 1 & 2: HIV-1 RNA, Quantitative, Nucleic Acid Extraction and Real Time PCR Machine and Kits Closed HIV-1 nucleic acid extraction and Viral Load Testing Platform which is WHO pre-qualified for In-Vitro Diagnostic use (IVD) using human whole blood derived plasma	We object to the tender being floated in such a closed manner which is meant to only allow bidding my MNC's i.e. Roche Diagnostics & Abbott Diagnostics. This is case of pure manipulation just to favor these 2 MNC's openly & brazenly. Clearly smacks of Corruption. We are one of the manufacturers of these Real Time PCR kits in India. By asking for a closed system you are ruling out all other firms to participate in the tender which is surely bound to result in huge losses for the Indian tax payer. Hence this tender should be cancelled immediately.	Please refer to ITB Para 4 and 38. It is to clarify as under: a) It is an International Competitive Bidding (ICB) as per procedures specified in the World Bank's Guidelines and funded by GFATM. b) The bidding is open to all eligible and qualified bidders of any nationality, subject to restrictions pursuant to ITB 4.3 to 4.8.
4			Keeping the tender specs closed only for Real Time PCR seems to be biased towards only a few companies. If the aim of this	

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
			tender to accurately diagnose and quantify HIV-1 RNA, then Transcription Mediated Amplification (TMA) technology is also an equivalent technology for the same. We urge to include TMA technology in this tender specs for a broader unbiased tender process. Therefore, we request you to modify the said specification as "HIV-1 RNA, Quantitative, Nucleic Acid Extraction by Molecular Testing Machine and Kits As per List of HIV Diagnostic Test kits and equipments classified according to the Global Fund Quality Assurance Policy different technologies of HIV quantitative assays are listed including Aptima HIV-1 Quant Dx Assay Kit (Panther System), which uses TMA Technology [Encl: List of HIV Diagnostic Test kits and equipments classified according to the Global Fund Quality Assurance Policy (page 17)]	c) The Viral Load Testing of patients infected with HIV-1 and undergoing Anti-Retroviral Therapy treatment calls for robust end-to-end system for the prognosis of disease progression, thus closed system is being procured, as has been recommended by The Global Fund as per their Quality Assurance Policy. In view of the above there is no change in the requirement.
5			There is no specification of Nucleic acid extraction system except throughput in this tender. You are asking for closed system "Viral Load Testing Platform" which is generally called Real Time PCR Instrument, It will help ONLY 1 or 2 specific companies. There are so many manufacturer of open platform worldwide and by way of procuring of close system you will have no option except to purchase HIV 1 Viral Load Kit at high price due to monopoly of that company. (WHO do not recommend / endorse or approve any commercial instrument or kit), hence WHO word be omitted and right technology is CE/IVD approved) The above specifications are to provide undue favor to 1 or 2 overseas manufacturers and Indian manufacturers are kept out of race which is against Government pilot project "Make in India". We request for a change as mentioned above.	
6			Most of the Medical Colleges mentioned in list are already having 1 or 2 Real Time PCR Instruments which is termed as Viral Load Testing Platform in this tender which is sufficient to monitor HIV-1 Viral Load with any open HIV-1 Viral Load PCR Kit buying then open system will help all user to use any available kits on new system also. Why you want to purchase closed system to waste tax payer money?	

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
			Need of the hour is to procure Nucleic acid extraction system & open type Real Time PCR instrument for all Medical Colleges and provide them consumables (kits etc.)	
7	Section VII – Schedule of Requirements - Technical Specifications (Page No. 64)	Line Item No. 1 & 2: HIV-1 RNA, Quantitative, Nucleic Acid Extraction and Real Time PCR Machine and Kits	This is the tender for 80 Automated Nucleic Acid (DNA/RNA) Extraction system, 80 Real Time PCR Instruments, extraction kits and HIV-1 viral load kits to be supplied to various Medical Colleges across the Country. Specifications of main instrument mentioned in tender are very less whereas total emphasis is focused on consumable, most of the specification belongs to Quantitative nucleic acid detection kits for HIV-1 No specification of viral load detection system (Real Time PCR Instruments) which is main instrument	It is to clarify that the technical specification given in the Bid Document includes minimum specifications for equipment and kits and consumables.
8	Section VII – Schedule of Requirements – Technical Specifications – Sr. No. 2 (Page No. 64)	Technology Platform should be based on real time detection using taqman or molecular beacon probes.	Nomenclature used is specific to certain companies to make it more inclusive the statement should read "Technology Platform should be based on real time detection using taqman, molecular beacon probes, Partially double stranded Probes."	The para is being amended as under: **"Technology Platform should be based on real time detection using suitable probes to detect the presence of HIV-1"**
9			Taqman is a brand name of a particular company. Brand names of companies are normally not allowed in tender specification so as to ensure larger participation. We feel choice of probe should be open or include DNA Probes labelled with chemiluminescence molecules (Acridinium Ester) **About Panther System & Aptima Assays** The Panther system and the Aptima Assays are manufactured and marketed worldwide by Hologic Inc. The products are US FDA approved and CE marked and is internationally accepted for viral quantification. Panther system highly advanced with the following advantages: 1) Fully automated, walk away system 2) Fully integrated single chamber equipment 3) 24 hours calibration stability 4) Continuous testing	
10	Section VII – Schedule of Requirements – Technical Specifications – Sr. No. 8	Equipment manufacturer should be capable of providing their own manufactured quantitative nucleic acid detection kits for HIV-1, Hepatitis B Virus and Hepatitis C	Since most of the Real Time PCR Instruments are open systems, the above clause if highly objectionable. However, since most of the nucleic acid extraction system are closed the clause of own should be applicable to ONLY nucleic acid extraction system NOT to Real Time PCR Instrument for Viral Load.	There is no change in the requirement.

<table>
<tr><th>S. N.</th><th>Para / Clause under Reference as per Bid Document</th><th>Content of Para / Clause under Reference as per Bid Document</th><th>Query/Suggestions</th><th>Response</th></tr>
<tr><td>11</td><td>(Page No. 64)</td><td>Virus</td><td>What is the rationale behind HCV-VL and HBV-VL</td><td></td></tr>
<tr><td>12</td><td>Section – III Evaluation and Qualification Criteria para 2.1(e) (Page No. 37)</td><td>“Cost of Kits (both extraction and testing), and all required consumables (including plastic ware, reagents and chemicals) and calibrators (or equivalent) required for preventive maintenance for a run of extraction and testing of 96 samples (as per projected requirement given below) for the period of (six) 6 years (from the date machines are installed and made operational) as quoted by the bidder will be added to the bid price for evaluation and ranking”</td><td rowspan="3">An analysis of projected yearly test load and requirement of “batch size of 24” shows correlation. On the batch sizes and actual daily requirement at testing centers (table below). We strongly appreciate the requirement of batch size of 24 for the cost calculation.

Table 1: Work load analysis based on projected tests and number of sites
 

Statistical data clearly highlights that the optimal batch size should be 24 or in its multiples. Per tests cost is dependent on the batch sizes where a batch of 24 will have different pricing than a batch of 96. In the practical scenario, batch of 24 will help in deriving the total project cost near to accurate expenditure basis actual test loads at centers and shall avoid additional unforeseen expenditure while implementation of the project.

We request to kindly consider the change on all respective points for batch size for cost calculation from 96 samples to 24 samples (Point #4 page 37 Clause E, Page 47 Line Item No. II, page 59 Line Item N. 2, Page 64 Sr. No. 4)</td><td rowspan="3">The request has been considered. There is no change in the requirement given in the bid document.

A Sub-Para is being added at the end of Section – III Evaluation and Qualification Criteria Para 2.1(e)

In addition, bidders are required to provide with its bid, break-up of bid price of each item / component of “Kits (both extraction and testing), and all required consumables (including plastic ware, reagents and chemicals) and calibrators (or equivalent) required for preventive maintenance for a run of extraction and testing of 96 samples” clearly indicating, manufacturer’s product code, packing, storage requirements, total shelf-life (as per format given in Price schedule Section IV – Bidding Forms Schedule)

The duly filled break-up of Bid Price as above should be submitted/uploaded in Scanned Form (pdf) along with bid. The break-up of bid price as above should match with/ correspond to the ‘cost per test’ as quoted against Line</td></tr>
<tr><td>13</td><td>Section – IV Bidding Forms- Price Schedule – Line Item No. II (Page No. 47)
AND
Section – VII Schedule of Requirements – List of Goods and Delivery Schedule - Line Item No. II (Page No. 59)</td><td>“Kits (both extraction and testing), and all required consumables (including plastic ware, reagents and chemicals) and calibrators (or equivalent) required for preventive maintenance for a run of extraction and testing of 96 samples”</td></tr>
<tr><td>14</td><td>Section – VII Schedule of Requirements – Technical Specifications – Sr. No. 4 (Page No. 64)</td><td>“Automated sample extraction and the testing should have a throughput of up to 96 specimens in batches of 24 to 96”</td></tr>
<tr><td>15</td><td>Section – VII Schedule of Requirements – Technical Specifications – Other Requirements - Sr. No. 1 (Page No. 64-65)</td><td>Cost of kits (both extraction and testing), and all required consumables (including plastic ware, reagents and chemicals) and calibrators (or equivalent) required for preventive maintenance to be quoted for a run of extraction and testing of 96 samples, and frozen for a period of 6 years which will</td><td>Batch size should have been defined so that Reagent cost can be the real cost</td></tr>
</table>

	No of Tests	No of Sites	No of tests/site	Working days per year	Test load /day/site	Minimal Guarantee (-25%)	Maximum Guarantee (+25%)
Year 1	500000	80	6250	250	25	19	31
Year 2	700000	80	8750	250	35	26	44
Year 3	1100000	80	13750	250	55	41	69
Year 4	1200000	80	15000	250	60	45	75
Year 5	1500000	80	18750	250	75	56	94
Year 6	1600000	80	20000	250	80	60	100

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		be used for calculation of financial bid *(indicative no. of tests per year for 6 years are given in Section VII- Schedule of Requirements- List of Goods and Delivery Schedule)*		Item II in the Price Schedule (submitted online). In case of discrepancy among two, the cost per test quoted online shall prevail. The information provided above shall also be used for issuing Purchase Orders for supply of Kits
16	Section – VII Schedule of Requirements – Technical Specifications –Sr. No. 1 & 4 (Page No. 64)	"Closed HIV-1 nucleic acid extraction and Viral Load Testing Platform which is WHO pre-qualified for In-Vitro Diagnostic use (IVD) using human whole blood derived plasma." "Automated sample extraction and the testing should have a throughput of up to 96 specimens in batches of 24 to 96"	We appreciate the stringent criteria for WHO pre-qualification and batch size of 24 to 96 samples. **WHO has also qualified automated instruments for HIV testing having throughput of 48 samples as well in one run and the instruments can deliver results in multiple of 48 tests**. Please confirm that such WHO approved systems will qualify under the statement "a throughput of up to 96 specimens in batches of 24 to 96". This will allow many "WHO prequalified" bidders to participate in the tender.	It is to clarify that the extraction and testing platform having throughput / capability to test in batches of min 24 specimens and up to 96 specimens are acceptable.
17	Section – VII Schedule of Requirements – Technical Specifications –Sr. No. 13 (Page No. 64)	"The essay should be compatible with a recognized EQA/PT program."	As clarified during the meeting, the instrument / assay shall be compatible with EQA/PT programs. However, the instrumentation, if required, and associated cost, if any shall be borne by purchaser. Please confirm.	Agreed
18	Section – VII Schedule of Requirements – Technical Specifications –Sr. No. 14 (Page No. 64)	The detection source should offer large dynamic range of detection and a low signal to noise ratio, allowing low to high abundance targets to be accurately quantified. The system must have an inbuilt computer to save the data.	The manufacturer provides globally tested up to the date computation hardwares and softwares in sync with global norms and approvals. Please consider the change as below: "The detection source should offer large dynamic range of detection and a low signal to noise ratio, allowing low to high abundance targets to be accurately quantified. The system must have a computer to save the data."	The para is being amended as under: **"The detection source should offer large dynamic range of detection and a low signal to noise ratio, allowing low to high abundance targets to be accurately quantified. The system must have a computer to save the data".**
19	Section – VII Schedule of Requirements – Technical	Computer should have inbuilt image storage, USB slots, network port, data analysis and data	The amendment may be made as under: "The computer and printer should be compatible with the system to support storage and analysis as per manufacturer's protocol	The para is being amended as under: "**Computer should have**

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
	Specifications –Sr. No. 17 (Page No. 64)	display on LED monitor, and a suitable software, data storage ability and inbuilt printer.	and requirement of quoted system"	**inbuilt image storage, USB slots, network port, data analysis and data display on LED monitor, and a suitable software, data storage ability and printer."**
20	Section – VII Schedule of Requirements – Technical Specifications –Sr. No. 18 (Page No. 64)	Compatible (5KVA) UPS for nucleic acid extraction and testing equipment with 4 hrs. back-up.	Request you to please incorporate all ancillary requirements to run the system as per the manufacturer's guidelines to perform the test. Such as Air Conditioner, Filters, UPS, reagent storage chambers (fridge, deep freezer etc.). Example: Some system requires two room setup with A.C. and special storage chamber which will incur additional cost which may remain hidden in this bidding process. However, if these items are purchased separately, request you to consider in deal cost calculation and final evaluation.	There is no change in the requirement.
21			It should be suitable UPS for 4 hours back-up only KVA can change according to power consumption of Instrument	
22	Section – VII Schedule of Requirements – Technical Specifications – Other Requirements - Sr. No. 3 (Page No. 65)	Kits and Consumables should have a minimum expiry of 9 months at the time of delivery	As per the pre bid discussion, request you to change the minimum expiry to 3 months at the time of supply Considering delivery schedule changes based on consignee requirement and regulatory requirements.	The para is being amended as under: "**Kits and Consumables should have a minimum expiry of <u>three-fourths (3/4) of the specified shelf life</u> at the time of delivery**"
23	Section – VII Schedule of Requirements – Technical Specifications – Other Requirements - Sr. No. 3 and 4 (Page No. 65)	Capable of completing a cycle of extraction and testing within 8 hrs. Automated sample extraction and the testing should have a throughput of up to 96 specimens in batches of 24 to 96	The total number of samples to be processed in a day should be clearly defined as we have Modular System which come in varying configuration. Please specify tentative working hours shift as well. Testing timelines of 8 hours is very long. It should be less than 4 hours	Please refer to Sr. No. 3 and 4 of Section – VII Schedule of Requirements – Technical Specifications It is to clarify that the requirements given are minimum requirements, thus bidders may offer more efficient system / specifications

B. COMMERCIAL

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
1	Section I – Instructions to Bidders – ITB Para 15.2 (Page No. 13)	"The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country."	1. In case a foreign currency (USD) quote is submitted, whose responsibility will be clearance and forwarding of the shipment? 2. Kindly confirm that payments will be issued in the same currency in which quote has been made. 3. In case of purchase in foreign currency, please clarify if NACO will be importing directly as long as the kit is DCGI approved.	1. Please refer to Section VII – Schedule of Requirement – List of Related Services (page N. 63). 2. Please refer to Section II – Bid Data Sheet – ITB Para 15.1 (Page No. 30) 3. SAMS shall be importing on behalf of NACO
2	Section II – Bid Data Sheet – ITB Para 14.8(b)(i) (Page No. 29)	Place of Destination: **Chennai (India)**	The place of destination in ITB 14.8 (b) (i) is mentioned as Chennai. However this is irrelevant as under Delivery Schedule it is mentioned that the place of destination is as per the 80 sites mentioned. Kindly remove Chennai from Place of Destination	Please refer to Section – I Instructions to Bidders – ITB Para 14.8 (b) (i) and (ii) (Page No. 12).
3	Section VII – Schedule of Requirements (Page No. 59)	**Delivery Schedule: Terms of Delivery for Line Item No.1: "**CIP- Final Place of Destination Sites as below:….."		
4	Section VII – Schedule of Requirements – Delivery Schedule (Page No. 59)	**Delivery Schedule** for **Line Item No. 1:** Total quantity should be delivered at Final Destinations within 90 days from the date of Notification of Award	Given the large quantity of instrument required, tender should be divided in multiple schedules. Example 80 individual Schedules. Which can be bided for separately and decided. Delivery can be prioritized in order of preference and spread over bigger time span.	The suggestion has been considered, but there is no change in the requirement.
5	Section VIII – General Conditions of Contract – GCC 15.1 (Page No. 96)	The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract	Please confirm that prices will be fixed in the same currency in which quotation has been made.	Confirmed.
6	Section VIII – General Conditions of Contract – GCC 16.1 (Page No. 96)	The payment under this Contract shall be released by Pay and accounts Officer, Ministry of Health and family Welfare, Govt. of India after due scrutiny, verification of documents submitted by supplier	Since this is a large value contract, instrument manufacture will involve a lot of cost, hence we request you to please release an advance of 30% at time of award of contract and also convert tender in multiple schedules for decision.	The suggestion has been considered, but there is no change in method and conditions of payment.

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		to Procurement Agent and recommendation thereon by Procurement Agent. Payment of foreign currency portion shall be made in the currency of the contract price by Electronic clearing systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows: (a) **On Delivery:** Eighty (80) percent of the Contract Price of the Goods delivered to the consignee shall be paid within sixty (60) days of submission of documents specified in SCC Clause 13 above and Consignee Receipt Certificate (b) **On Successful, Installation, Commissioning and Testing of equipment:** Twenty (20) percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of one original and three copies of commercial Invoice for remaining amount of 20% of the value of goods along with Final Acceptance Certificate issued by the consignee. (c) Hundred (100) percent of the value for Kits received		

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		during previous quarter shall be paid within sixty (60) days of receipt of Kits and upon submission of one original and three copies of commercial invoice as per para (ii) above supported by Consignee Receipt Certificate. (d) The payment made by supplier towards duties and taxes as applicable at the time of import of the goods to Purchaser's country shall be reimbursed to supplier within 60 (sixty) days upon submission of claim for reimbursement along with all supporting documents viz. import duty and tax notifications issued by appropriate authority and proof of payment.		
7	Section I – Instructions to Bidders – Sub-Section E. Evaluation and Comparison of Bids – ITB Para 34.1 (Page No. 210	The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted	The Tender does not clearly state a separate technical bid submission or Technical evaluation before Price bid opening. This will create bias in mind off evaluators. We request that Technical bid should be evaluated thoroughly before opening Price bids and weightage should be provided for technical and Price bids.	The suggestion has been considered, but there is no change in requirement.
8	Section I: Instructions to Bidders: ITB Para 29.2, 30 and 31 (Page No. 20 & 21)	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:	8. The word "substantially responsive bids" has been used in tender document however the criteria of the same has not been clearly defined please define clearly.	Please read ITB Para 29 in conjunction with ITB Para 28 and 30

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		a) if accepted, would (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids		
9	Section I- ITB Para 14.2 (Page No. 11)	"All lots (contracts) and items must be listed and priced separately in the Price Schedules"	As understood during the meeting, price should be quoted as per the price schedule at page no. 47 on each complete instrument and complete assay. It does not asks for the separate pricing at sub component level break up for an instruments / as assay. Please confirm	Confirmed.
10	Section – II Bid Data Sheet ITB Para 11.1 (j).3 (Page No. 28) AND Section – II Bid Data Sheet ITB Para 16.4 (Page No. 30)	"The list of spare parts recommended for specific operating requirement of each equipment for a period of 10 years giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of ten years, following commencement of the use of the goods by the Purchaser" "Period of time the Goods are expected to be functioning (for the	The list of spare parts and respective prices will have multiple line items and the usage of a particular part/set of parts in future will help the purchaser to understand the commercial impact in the future. Moreover spare parts list alone will not serve the purpose until AMC cost is also considered. Whereas "Comprehensive Maintenance Contract" will be more robust and realistic tool instead of the list of spare parts and their pricing. The CM will ensure the operation of the instrument after warranty duration. Request you to please consider the pricing for CMC for year 7 to 10 instead of spare part list and pricing. Please consider changing the points accordingly (ITB 11.1(j).3 and ITB 16.4)	The Section – II Bid Data Sheet ITB Para 11.1 (j).3 (Page No. 28) is stands **deleted**.

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		purpose of spare parts and kits): ***10 (ten) years"***		
11	Section – II Bid Data Sheet ITB Para 39.1 (Page No. 34)	The maximum percentage by which quantities may be increased is: ***25% (twenty five percent)*** The maximum percentage by which quantities may be decreased is: ***25% (twenty five percent)***	As understood during the meeting, the quantity variation is applicable for both instruments and number of kits. Moreover, the lower number of tests (66 lakh tests minus 25% for a period of 6 years) is guaranteed	The requirement of quantity variation shall be as per Bid Document. It is clarify that the quantity variation is applicable for both, the instrument and Kits.
12	Section – III Evaluation and Qualification Criteria – Para 3.1 A (Page No. 38)	**If Bidder is Manufacturer:** The bidder must have manufactured, supplied and provided after-sales services for similar equipment to the extent of at least **50%** of the quantity indicated under "Section–VII: Schedule of Requirements" **during last five calendar years**.	As clarified during the meeting, complete installation base will be counted which will include both sold and Instrument Placement Contracts (IPC). We shall be able to furnish all available installation information however it may not be the same as per the "Proforma for Performance Statement". Please confirm.	It is to further clarify that the "Proforma for Performance Statement" shall be preferred. However, any other format given giving the details of IPC along with copy of IPC shall be accepted.
13	Section – VII Schedule of Requirements – Technical Specifications – Other Requirements Sr. No. 2 (Page No. 65)	"The suppler will provide 6 years warranty that will include Comprehensive Annual maintenance (Contract) including all spare parts and repairs"	Warranty to be calculated basis 72 month from installation and 74 month form supply. Request you to please consider the above change.	Please refer to Section IX Special Conditions of Contract – GCC 28.3 It is to clarify that the warranty period shall commence from the date of satisfactory installation of the equipment.
14	Section – IX Special Conditions of Contract – GCC 12.2 (Page No. 94-95)	The suppler will provide 6 years warranty that will include Comprehensive Annual maintenance (Contract) including all spare parts and repair The supplier shall visit each site at least twice a year for preventive maintenance of equipment. During such visits, shall provide	1. As per discussions during the pre-bid meeting please consider the following changes: "The response time for metro cities shall be 24 hours and for non-metro cities shall be 3 working days. Manufacturer has to ensure 95% uptime guarantee" 2. As clarified during the meeting, preventive maintenance always to be done as per the manufacturers recommendations. Which may vary product to product and manufacturers. Ex. Moving of the equipment, change in the	1. The following text is being added at the end of second sub-para: **"Manufacturer has to ensure 95% uptime guarantee"** 2. It is to clarify that the requirement of preventive

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		operational training to concerned staff on use of equipment. The Schedule of such visits should be shared with consignee in advance. The manufacturer should be able to provide service of equipment across India within 24 hours after receipt of breakdown report for the metro location and within 3 days for the non-metro located instruments, failing which a penalty as stipulated below will apply During the Warranty period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day, beyond timeline given above (for metro and non-metro located instruments) shall be imposed and equivalent amount shall be deducted from the performance security.	lot nor etc., may require calibration. Hence, we request you to change as per the manufacturer guidelines. We request to incorporate the clause as "The supplier perform preventive maintenance of equipment as per the manufacturer guidelines"	maintenance given in this para is minimum requirement. In addition, supplier is free to adopt manufacturer's recommended guidelines / protocols for preventive maintenance.
15	Section – IX Special Conditions of Contract – GCC 23.2 (Page No. 98)	The packing, marking and documentation within and outside the packages shall be Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following : i. Project; ii. Contract No.; iii. Country of Origin of Goods; iv. Supplier's Name	As discussed, supply, Packing list stickering, standard format for CRC and other operation related logistics shall be taken up with the successful bidder at an appropriate stage. We request you that, the sticker requirement should be for the one tender, one contract not for consignee	It is to clarify that the Packing Instructions given in this para are generic and minimum requirements. The selected supplier may offer its own standard / manufacturer recommended packing instructions. The same shall be reviewed and mutually agreed at the time of finalizing contract.

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
		v. Packing list reference No., vi. Government of India supply - Not for Sale.		
16	Section X – Contract Forms (Page No. 106 & 107)	Consignee Receipt Certificate and Final Acceptance Certificate	In case of any deviation, support is to be provided by NACO and Consignee. Present format (CRC & FAC) is only for instrument supply, for reagent supply the new appropriate format will be shared.	The format of CRC & FAC shall be as per Bid Document.
17	Section VIII – General Conditions of Contract – GCC Para 16.5 and Section IX – Special Conditions of Contract	GCC 16.5: In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award SCC of GCC 16.5: The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90 days. The interest rate that shall be applied is 4% per annum for payments in Indian currency. For foreign currency per annum interest rate will be LIBOR three month rate for specific currency as prevailing on date of NOA.	--	The Clause 16.5 stands deleted