

Tender Enquiry No. HLL/PCD/IMMU-09/15-16

Queries and clarifications of the pre-bid meeting held on 28.01.2016

At HLL lifecare limited Noida

for

Procurement of Cold Chain Items under

Universal Immunization programme

BY



HLL LIFECARE LIMITED

(A Government of India Enterprise)

Procurement & Consultancy Service Division

B-14A, Sector-62, Noida-201307

ON BEHALF OF

MINISTRY OF HEALTH & FAMILY WELFARE

GOVT OF INDIA

NIT NO: HLL/PCD/IMMU-09/15-16 Dated: 15.01.2016

Tender Enquiry No. HLL/PCD/IMMU-09/15-16

Pre-bid meeting was held at 11.00 AM, dated 28.01.2016 in office of HLL Lifecare Ltd. for procurement of Cold Chain Equipment:

Following participants from Purchaser and Trade side attended meeting:

From Purchaser:

Mr B.K. JainDy. Director (UIP) MOHFW
Mr. M Gangadhran, Section Officer (VPC), MOHFW
Mr. Gagan Srivastava, Sr. Statistical Officer, MOHFW
MsBinita Pradhan, MOHFW,
Ms Arundhati Kandwal, DVP (P&CD), HLL Lifecare Noida
Mr. P.K. Bhomik, Dy. General Manager, HLL Lifecare, Noida
Mr. Sunil Saxena, Cold Chain Specialist, HLL Lifecare Noida

From Trade:

S.No.	Name of the Firm	Name of Authorized Representative	Item for which participated
1	M/s Rockwell India Ltd.	Mr. Ashish Gupta	ILR & Deep Freezers
2	-do-	Mr. Ashok Gupta	-do-
3	M/s Haier Medical	Mr. Sanjay Sharma	-do-
4	-do-	Mr. Prakash Bhagat	-do-
5	-do-	Mr. Raman Pandey	-do-
6	M/s Godrej & Boyce	Mr. Anshul Garg	-do-
7	-do-	Mr. D. Bhattacharya	-do-
8	M/s Voltas Ltd.	Mr. Ranjeet Chawla	-do-
9	-do-	Mr. VeneetUpadhya	-do-
10	M/s Vestfrost Solutions	Mr. BiarneMeision	-do-
11	-do-	Mr. Samarjeet Kumar	-do-
12	M/s Climarie India	Mr. Beer Singh	-do-
13	M/s GenitexBiotec	Mr. Arun Mishra	Freeze Marker
14	M/s R.S Power	Mr. Hanuman Sharma	Stabilizer
15	M/s Blue Bird Power Control	Mr. D.K. Mittal	-do-
16	M/s Shakti Industries	Mr. Rajeev Bansal	-do-
17	-do-	Mr. Vishesh Bansal	-do-
18	M/s AOV Intenational	Mr. Rakesh	-do-
19	M/s Blue Bird Delhi	Mr. Puneet Bhandari	-do-
20	M/s Savvy Lab	Mr. Sharad Srivastava	WIC & WIF
21	M/s ICE make refrigeration pvt. Ltd.	Mr. KalpeshGajjar	WIC & WIF
22	M/s Sandeep Instrument	Mr. Munish Bansal	WIC & WIF
23	M/s Neer Enterprises	Mr. Suresh	WIC & WIF
24	M/s Tata Motors	Mr. Nikhil Kumar	Refr. Truck
25	M/s Ashok Leyland	Mr. V.K. Sharam	Ref. Truck
26	-do-	Mr. Deepak Bhatt	Ref. Truck
27	M/s VE Commercial Vehicles Ltd.	Mr. Vikrant Singh	Ref. Truck

The points on commercial and technical issues raised by the trade side and discussions held are as given below:



Sl. No	TED page no. & clause no.	Reference clause/point	Name of the Supplier who raised the query	Queries/ suggestions by trade	Purchaser Response	Justifications
SECTION – VI:- List of Requirement						
1	P-42, Part VI (b)	The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.	M/s Rockwell India	Foreign traders required to quote their rates on CIP base or DDP base	It was clarified that the tender price was called on DDP basis i.e. the supplier has to quote for duty , delivery paid basis and should mention the HS code for the purpose of calculating custom duty. It was clarified that CDEC will be issued by the consignee. However the same need to be verified from Ministry, that whether Ministry will be issuing the custom duty exemption or the State consignees will issue CDEC. If they are not notified body , they will not be in a position to issue CDEC. Ministry may clarify.	Earlier also the tenders were called on DDP basis and it will be the responsibility of the suppliers to deliver the goods till the consignee site.
2	P-41, Part II (a) & (b)	a) For Indigenous goods or for imported goods if supplied from India: i. For WIC, WIF and Refrigerated Truck: 90 days from the date of issue of notification of award/ purchase order. In case of Prototype Inspection (if any) the date of delivery will be 90 days from the date of approval of Prototype. The offer for prototype should be within 60 days from the date of issue of notification of	1. M/s Vestfrost 2.M/s Sandeep Inst. 3.M/s ICE make	1. For ILR and DF DP for first 50% should within 150 days from date of NOA. 2.For WIF & WIC the installation and commissioning should be within 45 days from the date of handing over the	The total delivery period as per TED is 180 days. The initial 50% need to be supplied within 120 days and balance within 180 days from the date of NOA or LC opening (for imported items) as the case may be. It was also mentioned that there should be a difference of atleast 30 days from the date of first 50%	

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		award/purchase order. The date of delivery will be the date of delivery at consignee site. The installation and commissioning should be within 30 days after handing over the site to the supplier by the consignee. For Voltage Stabilizer, Thermometer, Ice Lined Refrigerator, Deep Freezer and Freeze Marker: i) First 50% of total ordered quantity (irrespective of consignee) within 120 days from the date of NOA. j) Balance 50% of total ordered quantity (irrespective of consignee) by 180 days from the date of NOA. k) Minimum gap in between two supplies should not be less than 30 days.	site.	delivery and the balance delivery. The delivery schedule given by the programme division in the indent and after due deliberation seems reasonable. Accordingly the delivery schedule need not be changed. For WIF and WIC we can keep the delivery schedule unchanged, however since it involves turnkey work we may keep the installation and commissioning within 45 days from the date of handling over the site by the consignee.	
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SECTION – XVII: Consignee Receipt Certificate

3	P-124	Proforma CRC	1.M/s ICE make Refrigerator on 2.M/s Haier Medical	Consignees delays to hand over the CRCs to Supplier	Ministry may instruct the consignees/ state GMSD's to provide CRC in said to contain basis as all the goods will be pre inspected.	-
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SECTION -II: General Instructions to the Tenderer

4	P-16, Para 19.2	The Tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for	M/s Ashok Leyland	Whether Green Channel certificate is eligible for EMD exemption	It was clarified that DGSD registered vendors for the particular model for which they are quoting are exempted from submitting EMD. However green channel certificate holders are not exempted from giving EMD. Green channel certificates are being issued by DGSD towards waiver of prior inspection.	-
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		exemption from furnishing of earnest money. In case the Tenderer falls in these categories, it should furnish copy of its valid registration details (with DGSS&D or NSIC, as the case may be).				
5	P-22, Para 40.2	If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.	M/s Ashok Leyland	If the quantity is increased after one year from the date of NOA the prices and terms and conditions have to be on mutually agreed basis	Not agreed. As per the Tender terms and conditions purchaser has got the right to either increase of decrease the quantity during the currency of the contract. The supplier has to supply as per the terms and conditions of the contract. It was also clarified that any statutory variation (+/-) will be paid in actual if mentioned accordingly while submitting the bid by the supplier.	-
6	P-13, Para 13.4.1	Tender prices for domestic goods	1.M/s Godrej Biotec 2.M/s Rockwell India 3.M/s Voltas Ltd.	Indian manufacturers should be given preference and price comparison taxes and duties should not be included.	Not agreed as there is no such provision in the tender enquiry document. However the MSME will get purchase preference and price preference as per the prevailing law of the land.	
SECTION –IV- General Condition of Contract						
7	P-29, Para 11	in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of	M/s Ashok Leyland	In case of Ref. Truck, Transit insurance should be valid till the vehicles are delivered at the consignee end	Agreed, no storage insurance is required in case of Refrigerated Trucks. Necessary clarifications will be issued in this regard.	

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		goods by the Consignee.				
8	P-31, Para 15	This warranty shall remain valid for as mentioned in the technical specifications Section VII after the goods or any portion thereof as the case may be, have been delivered to the final destination and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.	M/s Ashok Leyland	Warranty terms should be as per standard warranty of OEM	Not agreed, bidders are advised to quote warranty as per terms and conditions of TED. It was also mentioned that for different line items warranties are different, warranty terms/ years of warranty will be mentioned separately each line item wise in schedule of requirements.	-
9	P-32, Para 17	Sub contract shall be only for bought out items and sub-assemblies.	M/s Ashok Leyland	Body fabrication should be permitted under sub-contract clause as the Ref. Box is to be fabricated through sub contract	Agreed and necessary clarification with respect to allow of sub- contracting for body fabrication will be issued	-
10	P-33, Para 21	<p>Payment Terms:</p> <p>a) On delivery:</p> <p>75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:</p> <p>(i) Four copies of supplier's invoice showing contract number ,goods description, quantity, unit price and total amount;</p> <p>(ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;</p> <p>(iii) Two copies of packing list identifying contents of each package;</p>	M/s Ashok Leyland	<p>Payment should be 100% against Performa Invoice after Pre-Delivery Inspection</p>	Not agreed, payment will be released as per terms and conditions of the tender enquiry	-

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		(iv) Inspection certificate issued by the nominated Inspection agency, if any. (v) Insurance Certificate as per GCC Clause (vi) Certificate of origin. b) On Acceptance: Balance 25% payment would be made against 'Final Acceptance Certificate' 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.				
11	P-36, Para 23	Liquidity Damages: Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, 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 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.	M/s Ashok Leyland	Requested waiver of clause for	Not agreed, Liquidated Damages will be imposed as per the terms and conditions of TED	-
12	P-37, Para 26	Force Majeure: Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.	M/s Ashok Leyland	Clause should be applicable to sub-contractors also	Agreed, if Sub contractor is appointed for body fabrication, Force Majeure clause will be applicable as per terms and conditions of TED for sub-contractor	-

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13	P-31, Para 15	This warranty shall remain valid for as mentioned in the technical specifications Section VII after the goods or any portion thereof as the case may be, have been delivered to the final destination and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract	1.M/s Vestfrost 2.M/s Neer Enterprise	Warranty of five years followed by 5 years CMC is practically not feasible	After detailed discussion and deliberation technical committee decided to keep warranty of 5 years. As communicated during pre bid the same will also be incorporated in list of requirement.	-
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SECTION-I: Notice Inviting e-Tender

14	P-3	EMD	1.M/a Haier	Basis of calculation of EMD should be clarified	No clarification required	
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TECHNICAL POINTS

Sl. No	TED reference page no. & clause no.	Reference clause/point	Name of Supplier who raised the query	Queries/ suggestions by trade	Purchaser Response	Justifications
SECTION – VII Technical Specifications- Voltage Stabilizer (100V-280 V) & (150V -280V)						
15	P-45-46, Para 5.1	Manufacture should submit the test certificate from test lab accredited by NABL and submit the test certificate of any model manufactured along with tender.	1.M/s Shakti Industries. 2.M/s Blue Bird	STQC test certificate should be accepted.	Should be accepted.	STQC labs are Government of India labs and accredited with NABL
16	P-44-45, Para 1.1	Automatic regulation relay type voltage stabilizer will provide a preset AC Output 220V +/- 5 % for fluctuating AC input voltage.(i.e. 100-280 V)	1. M/s Blue Bird. 2.M/s Shakti Industries.	To achieve Output Voltage 220V ± 5% is very difficult, the reliability of these stabilizers would be very poor. In relay type voltage stabilizer, No Manufacturer supplying such stabilizer. It should be 220 V ± 10% (Circuits are available in market) or Voltage range 210 to 250 V as per ISI 8448.	Referred to MOHFW for Review	
17	P-44 -46, Para 3.8:	The output side shall be provided With 'C' series MCB with braking current of 10KA duly ISI marked.	1.M/s Blue Bird 2.M/s Shakti Industries	MCB/FUSE/Electronic overload and short circuit protection should at input side.	Agreed	Typographical Error. Protection required at Input side

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18	P44-45, Para 3.7	Automatic Line Voltage stabilizer(step type) Should equipped with a) Transformers copper wound on CRGO laminations, as per ISO specification for high efficiency and low loss.	M/s Shakti Industries	CARGO core should not be mandated. ISO reference is required for CARGO laminated cores	Referred to MOHFW for review	
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SECTION – VII Technical Specifications- Ice Lined Refrigerator and Deep Freezer

19	P-48,53,57 &62: Clause no. 3.11	A Micro processor based control unit should be provided for setting of temperature	M/s Vestfrost	Whether battery back-up required for Micro-processor.	Battery Back-up would be required for Temp. Monitoring	Temp. monitoring is required while there is no power, therefore battery back-up is required
20	P-48 &53: Clause no 3.2.2	An additional special ice lining consisting of icepacks covered by strong plastic shell.	M/s Voltas	Plastic shell in any convenient shape should be allowed.	May be allowed	Specification does not specify the shape of shell
21	P-48,53,58 & 62: Clause no. 5.2	Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.	M/s Voltas	Drawing of the basket should be provided	Refer to MOHFW to provide drawing	Regarding 4-6 Basket, Typographical error will be clarified
22	P-48,53,58 &62 Clause no. 3.12	Accuracy for digital controller ± 0.5 degree centigrade.	M/s Voltas	Microprocessor accuracy limit of ± 0.5 to 0.7 degree should be allowed. 0.5 degree accuracy Microprocessors are not available in market.	Refer to MOHFW for review	
23	P-48 & 53 Clause no.	Cool Pack	M/s Voltas	PQS specifications E005/IP01 should be provided	Not required as there is PQS no.	Referred PQS is available on website

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24	P-48 & 53: Clause 3.2.2	An additional special ice lining consisting of icepacks covered by strong plastic shell.	M/s Dulas	Ice Lining should be not be make mandatory. Dulas offer In built phase change technology for cooling the chamber	mentioned in the specifications	Other bidders have Ice lined technology and price comparison will not possible			
25	P-49, 54, 58 & 63	Supply of Voltage Stabilizer	1.M/s Dulas 2.M/s Rockwell 3.M/s Godrej	In built Voltage Stabilizers of same voltage range should be allowed.	Agreed				
26	P-48: clause 3.1	Net Vaccine Storage Capacity: 135 to 160 liters within basket in place.	1.M/s Dulas	132 liter capacity ILR (!) should be allowed.	Not agreed				
27	P-53 clause 3.1	Net Vaccine Storage Capacity: 90 to 105 liters within basket in place.	1.M/s Dulas	88 liter capacity should be allowed.	Not agreed				
28	P-53: Clause 3	Chest type with CFC – free insulation	1. M/s Godrej	Vertical Refrigerators with front door opening should be allowed.	Not Agreed	Vertical refrigerators are not in UIP			
29	P-48, 53 Clause 5.1	The equipment should have minimum warrantee including comprehensive maintenance of sixty months after installation or sixty six months after the supply whichever is later.	1. M/s Haier	CMC should be quoted on annual basis. The payment of CMC should be made on six month basis	Not applicable as there is no CMC in ILR and DF				
30	P-57 & 62 Clause 3.2.4	Should have foam pad cover on top of the basket.	1. M/s Haier	Water pads should be allowed against foam pad	May be allowed as per ILR clause 3.5	Water pads have same function			
31	P-48 & 53 Clause no. 3	SS 304 body, 20 hrs hold over time and electric compressor	M/s B Medical System	Advance technology like solar compressors and HDPE body should be adopted in the specifications.	Not Agreed	Solar technology is different and price			

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SECTION – VII Technical Specifications- Walk-in-Cooler/Walk-in-Freezer							
32	P-68 Clause no. 3.7.2	Refrigeration System 5.5 KW to 6 KW for 32 cum to 40 cum WIC	1. M/s Sandeep Instruments	4KW to 4.5 KW refrigeration system is sufficient for 40 cum WIC	Not Agreed	There might be some overloading in the field	comparison is not possible.
33	P-84 Clause 3.7.2	Refrigeration System 3.5 KW to 4 KW for 16.5 cum to 20 cum WIF	1. M/s Sandeep Instruments	Maximum 3KW refrigeration system is sufficient for 20 cum WIF	Not Agreed	There might be some overloading in the field	
34	P-71 Clause 10.3	15 KVA Diesel Generating set should be supplied	1. M/s Sandeep Instruments	For running of both unit 25 KVA DG set would be required.	Not agreed		
35	P67& 83 Clause 3.21.1	Wall & roof panel skins must be made from Stainless steel grade 304	M/s ICE Refrigeration	It should be powder quoted galvanized steel as powder coating hold temperature better than SS 304	Not Agreed		
36	P-67 & 83 Clause 3.2.10	No screw or panel cover strips	M/s ICE Refrigeration	Should be deleted panel cover strips are required considering practical aspect	Not Agreed		
37	P-68 & 84 Clause 3.4.2	2 nd layer reinforced granolithic concrete topping trowel led smooth	M/s ICE Refrigeration	It should be 12mm marine plywood for better fixing of checker plate	Not agreed		
38	P-70 & 85 Clause 4.2.1	Provide a digital temperature recording system	M/s ICE Refrigeration	Brand name should be suggested. Indian manufactures not complying PQS parameters	Not Agreed	Brand Name can not be given in specifications	
39	P-70 & 85 Clause 4.2.2	Wall mounted seven days graphic temperature recorder not using thermal paper	M/s ICE Refrigeration	Every seven days graphic temperature recorder will have thermal paper. Word NOT should be deleted	Not agreed	Recording on Thermal paper is not last long	
40	P-70 & 86 Clause 4.2.3	Provide vapor gas or vapor pressure dial thermometer	M/s ICE Refrigeration	Brand name should be suggested. Indian manufactures not complying PQS parameters	Not Agreed	Brand Name can not be given in specifications	

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41	P-70 & 86 Clause 4.3.2	Acoustic alarm unit	M/s ICE Refrigeration	Brand name should be suggested. Indian manufactures not complying POS parameters	Not Agreed	Brand Name can not be given in specifications
42	P-74 & 90 Clause 2.2.4.1	Fuel Tank capacity of DG set	M/s ICE Refrigeration	Fuel storage capacity should be 50 liters	Not Agreed	Fuel consumption is different for different Engines.
43	P-66 clause 1.2	Typical gross internal volume should be 32 cum	-	It should be 40 cum	Agreed, will be amended	Typographical error

SECTION – VII Technical Specifications- Refrigerated Truck (Large)

44	P-103 Clause 40.1	Emission norms as per prevailing norms of GOI and CPCB guidelines	M/s Motors	Tata	Emission norms should be specifically mentioned as BSIV	Agreed, will be amended	All vehicles are BS IV
45	P-102 Clause 34.1	Wheel base: Minimum 4300 mm	M/s Motors	Tata	It should be minimum 4200	Not agreed	Size of Refrigerated box would be less than 32 cum.
46	P-103 Clause 35.1	Weight Carrying Capacity 6000 Kg	M/s Tata Motors	M/s Tata	It should be clarified as material carrying capacity of fully built refrigerated truck	Agreed will be clarified	
47	P-101, Clause 15	Stand by Motor	M/s Ashok Leyland	M/s Ashok Leyland	Single phase motor is not possible since all the standard machines are supplied with 3 phase power supply	Not agreed	Three phase motor will not work in rural area
48	-	Driver's cabin	M/s Ashok Leyland	M/s Ashok Leyland	Type of cabin (day or sleeper) should be described in the specifications	Clarified no sleeper cabin is required	

All prospective bidders requested to submit their query in writing or through mail and following bidder submitted:


1. M/s.ICE make refrigeration Pvt. Ltd. Ahmadabad.
2. M/s Vestfrost Solutions,
3. M/s Bluebird Power Control Delhi.
4. M/s Voltas Ltd. Delhi.

5. M/s Godrej Boyce Mfg. co. Ltd. Mumbai
6. M/s Haier Medicals Delhi.
7. M/s Rockwell Industries Hyderabad.
8. M/s Sandeep Instruments and Chemicals, Gurgaon.
9. M/s Neer Enterprises, Alwar.
10. M/s Tata Motors, Delhi.
11. M/s Ashok Leyland.

Following prospective bidders did not participate in the pre-bid meeting but they submitted their observations through mail.

1. M/s Dulas Ltd. Machynieth.
2. M/s B Medical System Luxembourg.

All the queries and suggestion submitted/discussed during the pre-bid meeting is incorporated in the minutes.
The meeting ended with vote of thanks.

21/02/2018

 (Sunil Saxena)
 Cold Chain Specialist
 HLL Noida

Binita Pradhan
 (Binita Pradhan)
 Procurement Assistant
 MOHFW, New Delhi

for
 (Gagan Srivastva)
 Sr, Statistical Officer
 MOHFW, New Delhi

4/2/18

 (M. Gangadharan)
 Section Officer (VPC)
 MOHFW, New Delhi

P. U. Bhowmik
 (P.K. Bhowmik)
 Dy. General Manager
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Arundhati Kandwal
 (Arundhati Kandwal)
 Dy. Vice President (P&CD)
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