

Minutes of Pre-Bid meeting for procurement of Spinning Lines for setting up of Hemo Dialyzer manufacturing facility at AMTZ

Bid Number: GEM/2023/B/3264376 Dated: 14-03-2023

1. Meeting was held virtually using Google Meet on Saturday, 1st April, 2023 during a two-hours slot from 15:00-17:00 HRS.

S. No.	Name of Attendee	Name of organization	Designation
1	A V J L Gupta	AMTZ	Consultant - E, HoD - Procurement
2	Geddadi Santosh	AMTZ	Consultant - A, Procurement
3	Konisetty Seshu	AMTZ	Fellow - Procurement
4	Sharukh Khan	AMTZ	Scientist -C, HoD - KIHT Certification Services
5	Tobias Dela Cruz	FTT FilaTech Technology GmbH	General Manager
6	Dr. Thomas Mueller	FTT FilaTech Technology GmbH	Managing Director
7	Nikhil Kulkarni	ZAHORANSKY Moulds & Machines Pvt. Ltd.	Senior Sales Manager, SAARC & South East Asia
8	Satish Anantharaman	I-SAT	President

Refer the attached annexure-A for responses for the clarifications sought during the Pre bid meeting.

For Andhra Pradesh MedTech Zone Limited


(A V J L Gupta)

HoD - Procurement



ANNEXURE - A

	A	B	C	D	E	G	I	K
1					<i>Prebid meeting minutes held on 1st April, 2023 between 15:00-17:00 HRS on Google Meet</i>			
3	S No.	Technical and/or other parameter	Existing criteria	Documents and inherent clauses being referred	Feedback from FTT	Feedback from ISAT	Feedback from Sharansky	Resolution, if any
4	1	Deviation forms			Absence of <i>Deviation form(s)</i> for technical, commercial and administrative matter.	Can we re-confirm with the management whether any Deviation can be provided or is there no Deviation		As the bidding is done electronically, facilitated by the GeM portal, our inputs are in line with the portal's available feature which doesn't have any provision of incorporating the requirement of Deviation forms. Incidentally, we haven't mentioned any requirement of <i>Deviation form(s)</i> also in the tender.
5	2	Years of past experience required	Three years	GeM/2023/B/3260468 dated: 14-03-2023, Page 1 of 7: Years of Past Experience Required for same/similar service		Is the criteria firm or is there any deviation form around it?		This criteria is firm
6	3	Exemptions		GeM/2023/B/3260468 dated: 14-03-2023, Page 1 of 7: MSE and/or Start-up Exemption for Years of Experience		If somebody is seeking an exemption, then what should they do?		The bidder(s) who are seeking exemptions will communicate to us the grounds on which they are seeking exemption, we will internally discuss, if the request is verified to be on genuine grounds then it will be granted and the necessary modifications to the bid document otherwise, no exemptions will be granted if the request for exemption(s) is found out to be non-genuine. Additionally, the Pre bid minutes will also be published in GeM portal.
7	4	Currency	Indian Rupees	As per Gem GTC 4.0 (Version 1.8) dated; 13.02.2023, Page 22 of 53 in Point 6 Prices 1. Offer price on GeM portal	Euro is the relevant currency for them, so, is it possible to change the bid to Euro and/or the contract can be in Euros later?			Indian Rupees or a Foreign currency, as may be applicable by Indian law(s)
8	5	Participation of overseas bidders in the bidding process				Can any overseas company which doesn't have a footprint in India bid for this tender? Vendors from which countries can and cannot participate in the bid? Vendors from countries which can bid for this tender, is there any local requirement to be fulfilled in order to bid? What about service and support?		Pre-requisite for bidding for overseas bidders is having a registered local entity who will bid on behalf of the foreign entity or else, tying up with any other company (<i>located in India</i>) who can bid for the overseas company, otherwise, bidding on GeM is not possible.
9	6	Contract			In a scenario when some other India-based company acting as an intermediary on behalf of FTT is participating in the bid and emerges as the bidder, then will the contract will be signed between FTT (Germany) and AMTZ or between the company representation FTT (Germany) in India and AMTZ?			The contract will be between the entity who is participating in GeM portal and AMTZ, instead of directly between FTT (Germany) and AMTZ
10	7	Type of bid	Two packet bid	GeM/2023/B/3260468 dated: 14-03-2023, Page 2 of 7: Type of Bid - Two Packet Bid	Clarification on what does Two-packet bid mean?			One is Technical Eligibility criteria; Bidder who is technically eligible, their bid will be opened and after that their Financial bid will be opened.
11	8	e-PBG(s)	Each contract will have one e-PBG					Total of 4 lines are to be procured, separate contracts will be issued for each of the lines hence, each contract will have one e-PBG
12	9	e-PBG to be paid by the winning bidder	3% of contract value for each line	GeM/2023/B/3260468 dated: 14-03-2023, Page 2 of 7: e-PBG Detail				Instead of paying 3% of total order value of 4 Spinning lines as e-PBG upfront, 3% of order value of each Spinning line will be paid as e-PBG for all the 4 contracts issued for the 4 Spinning lines to be procured
13	10	Number of contracts to be released/issued for the bid			4 individual contracts will be issued out of this bid?			Yes
14	11	Bid-splitting	Bid-splitting not applied	GeM/2023/B/3260468 dated: 14-03-2023, Page 3 of 7: Splitting		Clarification for Bid-splitting not applied.		The order to supply the 4 Spinning lines will be given to only one winning bidder instead of splitting the order amongst more than two bidders



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3							
12	Different Financial years being observed in Germany and India		GeM/2023/B/3260468 dated: 14-03-2023, Page 3 of 7: Section - 1.	In Germany, the calendar year itself as observed as the Financial year whereas in India, it is from 1st April of the calendar year to 31st March of the next calendar year, so, will the aforementioned different standards pose any problems for the bidding process?			Either of the formats which is convenient to the bidder in furnishing the requisite information is acceptable to us.
13	Experience criteria	Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year.	GeM/2023/B/3260468 dated: 14-03-2023, Page 3 of 7: Section - 2.	Their NDAs with their customers prevent them from disclosing relevant information with a third-party like AMTZ as requested in the bid document. Will the audited balance sheets, as proof of successful projects and payments. Letter(s) from customers of past projects, confirming successful and timely completion of projects is also unlikely as those previous customers will be our potential competitors who will be having limited interest in facilitating FTT selling to their potential customers. Acceptance protocols/certificates, can be shared after redacting the customer name(s) because of the NDAs. For projects being effected due to pandemic in the last 2-3 years Preliminary Acceptance Certificates can be provided.	Can invoice(s) having the customer name(s) and pricing(s) redacted be considered?	Can invoice(s) having the customer name(s) and pricing(s) redacted be considered? What supporting docs should be submitted to AMTZ to be considered as a valid proof? Any declaration to be furnished on the company letterhead? How old should the invoices be which will be furnished to satisfy the experience criteria?	a) Redacted invoice copies along with self-declaration(s) are acceptable. B) Supporting documents: Invoice copies and Customer contract/P.O's c) Self Declaration on Company letterhead d) Last 3 financial years
14	Order quantity	OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.	GeM/2023/B/3260468 dated: 14-03-2023, Page 4 of 7: Bidder Added Bid Specific Terms and Conditions 1. Generic	Will the delivery timelines also vary in direct proportion with the increase or decrease in the order quantity?			If the order quantity is increased, the timeline for delivery will also increase and if the order quantity is decreased then the timeline for delivery will also decrease.
15	Timely Servicing / rectification of defects	Timely Servicing / rectification of defects during warranty period: After having been notified of the defects/ service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security	GeM/2023/B/3260468 dated: 14-03-2023, Page 5 of 7: Bidder Added Bid Specific Terms and Conditions 8. Warranty	Responding for servicing/rectification calls within 7 days is not reasonable in all scenarios especially for spare parts having longer delivery timelines, they want this to be limited to the mechanical error of the Spinning line and exclude any operator or material failure. They want to be given 4 weeks of time to provide detailed solution. In case the seller is not cooperating or responding then the Performance Security (PBG) should be used to recover the penalty amount. They recommend that customer purchases spare parts identified to be critical during the operation of the line, to get the line back to production within 7 days, however, there can be some exceptional cases also.	There should be clauses put in to deal with predefined exceptional circumstances		Four weeks time will be given for responding and providing detailed solution to servicing/rectification calls, failing which penalty will be imposed and recovered from the Performance Security (PBG).

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3	5	Technical and/or other parameter	Documents and inherent clauses being referred	Feedback from FTT	Feedback from ISAT	Feedback from Sharansky	Resolution, if any
16		(PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be lable to re-imburse the cost of such service / rectification to the Buyer		Limit or restrict the use of PBG for cases where the availability of the spinning line throughout the year falls under certain llimit because of the failure. For example, fixing n number of hours per year as the productivity of the machine and if the productivity target for the year is not fulfilled because of reasons for which FTT is responsible, then the penalty should be imposed otherwise operator performance and utilities failure should be excluded from calculations meant for deciding the penalty.			The use of PBG will be limited or restricted for cases where the availability of the spinning line throughout the year falls under certain limit because of the failure. For example, fixing n number of hours per year as the productivity of the machine and if the productivity target for the year is not fulfilled because of reasons for which FTT is responsible, then the penalty should be imposed otherwise operator performance and utilities failure should be excluded from calculations meant for deciding the penalty.
17	Delivery timelines	Buyer Added text based ATC clauses Schedule of procurement of Spinning lines for the Hemodialyzers S No. Year of procurement Spinning lines quantity 1 2023-2024 1 2 2024-2025 2 3 2025-2026 1 Total number of spinning lines to be procured 4	GeM/2023/B/3260468 dated: 14-03-2023, Page 6 of 7: Bidder Added Bid Specific Terms and Conditions 12. Buyer Added Bid Specific ATC	The earliest delivery of first Spinning line is only possible by the middle of 2024, second line can also be delivered by end of 2024, but, delivery at the beginning of 2024 is not possible. Their lead time is 12 months after signing of contract.			Corrigendum will be issued for new delivery timelines will be stated
18	Spare parts	Ø1.2.3 Extended service and warranty for spinning system for three years: Including 1 service visit per year for technical support/trouble shooting, spare part supply for extended warranty period; supplier will maintain a stock of spare parts at buyer's factory to minimize machine down time. Unused spare parts on site will pass into buyer's possession after end of extended warranty period.	ATC document, page 2	FTT wants to supply spare parts which are suitable for all 4 Spinning lines and after commissioning of last Spinning line, the spare parts will go into the possession of the end user/buyer. They want to know whether post-completion of the warranty period for the last spinning line, a new agreement will be formed to continue this practice or will the spare parts go in to the possession of AMTZ?			For each line, critical spare parts have to be supplied and maintained at customer location and post-completion of the warranty period, the spare parts will go into the possession of the customer
19	Standards and Accreditation	I.The supplier will be responsible for acquirng all the necessary registrations and approvals from the applicable authorities, as may be required for the import of such equipment.	ATC document, Page 3	They require clarification. From their end they provide CE conformity certificate.			Whether we require any prior approval from Indian side for importing the equipment from Germany. As per GeM, importing has to be done by the seller and installation has to be carried out at AMTZ. Whether any certification is required in India for importing in India, this information has to be furnished by the potential bidder.
20	Payment terms		ATC document, Page 8	Are there going to be 4 contracts for 4 individual Spinning lines and respective individual schedules for 4 spinning lines?			Yes
21				Are the contracts for the 4 spinning lines made at the same time after the winning bid is approved or will there be any time delay?			There will be a time delay according to the delivery timelines

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22	Timing of issuing of contracts and execution of contract		ATC document	What is their security or safety that they know that subsequent contracts post they award of first contract will be awarded to them? If the contracts are not signed at an earlier stage then that limits their purchasing options want to material to be procured for manufacturing and supply and of the delivery lines and reduces their cost saving effects which will in turn reflect in the pricing quoted by them. They want all contract signed at once with staggered delivery timelines and also, have some down payment for ordering key components. They want common down payment (10% Mobilization advance for all the 4 contracts) for the whole project and other payments depending on the delivery schedules of the different Spinning lines.		Post-winning of the bid by a bidder, will there be any Purchase Order issued from AMTZ, confirming the supply of 4 Spinning lines has been awarded to the winning bidder and whenever the time schedule comes, one by one contract will be done with difference of time?	There will be a Letter of Intent (LoI), communicating to the winning bidder that they are L1 and there are 4 Spinning lines have to be supplied for which they are being considered and all 4 contracts timelines will be defined in the LoI and contract for the first Spinning line will be released. Also, mobilization of advance will be given for each contract when released.
23	INCO Terms for Delivery	Delivered Duties Paid (DDP)		Is DDP fixed? Is CIF (Carriage Insurance Freight) possible?			The breakup of DDP has to be given in the following format: <i>Equipment cost with CIF-Visakhapatnam plus Custom clearance & local transportation charges.</i>
24	Furnishing of documentary evidence in support of satisfactory execution of supply of Spinning lines		ATC document, page 13	Customer in who are potential competitors to us won't be interested in sharing their feedback about satisfactory supply of FTT's Spinning lines			If the documents furnished by potential bidders doesn't evoke satisfactory level of confidence for AMTZ, then only will we seek feedback from FTT's previous customers regarding their experiences in doing business with FTT.
25	Contract Agreement		ATC document, page 3	Can any neutral county be the chosen for arbitration in case of any dispute?			It should be in India and shall be in Visakhapatnam only
26	Standards and Accreditation	ii. Compliance with IEC, RoHS, CE, FCC, and ISO 9001:2008-certification standards.	ATC document, Page 3	FTT would like to ask for an exemption on the ISO 9001 certificate requirement, since they do not have ISO 9001.			AMTZ requires competent Quality Management System (QMS) certification in line with ISO 9001 from the potential bidders in absence of ISO 9001 certification availability from the potential bidder.
27	Last Date of Submission	Bid End Date/Time: 28-04-2023 15:00:00	GeM/2023/B/3260468 dated: 14-03-2023, Page 1 of 7	Any chance of extension for the existing Bid End Time			Bid End time has been extended to 26th May, 2023 till 15:00 HRS Indian Standard Time.
31	Apart from the aforementioned changes, all other criteria mentioned in the bid document and ATC document remain unchanged and valid, unless otherwise stated						

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