Clarification No. 5 (revised on March 15, 2017)

Question 1: In **section Vll-Schedule of requirements,** it is stated that delivery time is from 3 weeks up to 4 weeks from contract signature. Per Section l-instruction to bidders, point 16.4.2 *"If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained".* For the alignment of both given dates, we kindly request, if determining that delivery time starts from 3 weeks up to 4 weeks from contract effective date, is acceptable.

Answer1: Pursue to Section II. Bid Data Sheet (BDS), clause ITB 34.6, and Section III. Evaluation and Qualification Criteria, paragraph 2.1. Evaluation Criteria (ITB 34.6), Deviation in Delivery schedule/ Delivery Schedule is not a factor of the evaluation. Please refer to Amendment No.2 of the Bidding Document where the GCC19.2 is amended as follow: " **The Effective Date of the Contract is: 20 days after the date of Contract signing. The Goods should have been registered at least 35 days after the date of issuing of custom clearance document** "

Question 2: Please clarify how it shall be secured that the site where the equipment shall be installed, shall be ready to accept the equipment according to manufacturer's specifications, and what will happen in case the site is not ready in time for the delivery and the installation to be completed.

Question 3: Please clarify whether the cost of civil works for site preparation is included in the final price.

Answer 2 & Answer 3: . The sites will be ready before goods delivery. Regarding the final price components, please refer to Section VII. Schedule of Requirements, Inspections and Tests and Section IV. Bidding Forms / Price Schedule Forms (3 tables). The scope of the contract does not include civil works

Question 4: Payment terms of the contract price are mentioned in Section IX-Special conditions to the Contract, point GCC 16.1, however the provision is marked as "sample provision". Please clarify what are the final provisions regarding payment terms of the contract price.

Answer 4: The final provisions regarding payment terms of the contract price will be subject of the final status of the supplied goods. (Please refer to Amendment No.3 of Bidding Document).

1- Payment for **Goods supplied from abroad**

or

2- Payment for **Goods and Services supplied from within the Purchaser's country**

Question 5: In **section VIII e (General conditions)** it is requested *" (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, ond/or repair of the supplied Goods"*, whereas in section IX (special conditions) it is requested -*"Training of the Purchaser's personnel, at the Supplier's site of*

destination, in assembly, startup, operation, maintenance, and/or repair of the supplied Good." Kindly confirm if training of Purchaser's personnel on site (i.e. where the equipment shall be installed) is acceptable.

Answer 5: With reference to question no.5, we confirm that training of Purchaser's personnel on site (i.e. where the equipment shall be installed) is required under this Bidding document and it is acceptable.

Question 6: In **section VIII (General conditions), p. 28-Warranty,** it is stated *"The Purchaser shall have the right to make claims under the above warranty for* three *months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser".*

Since the defective goods, may be fixed, and given that the equipment in most cases are complex and expensive so as to be replaced although they can be fixed, we ask for the required specification to be amended as follows:

'The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, either rectify or replace the defective Goods rejected Goods or parts thereof.

Question 7: In **section VIII (General conditions), p. 28.3,** we kindly request for the sentence to be supplemented as follows, as per our clarification question (f) above:

"In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as rectification or replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

Question 8: In **section VIII (General conditions), p. 28.4,** we kindly request for the sentence to be supplemented as follows, as per our clarification question (f) above:

28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 above, the Supplier fails to rectify or replace the defective Goods within the period ***specified in the SCC,*** *the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.*

Answer 6 & Answer 7 & Answer 8: All provisions of Section VIII. General Conditions of Contract, are not subject of modifications.

Question 9: In **GCC 28.4,** it is stated that *"The period for replacement shall be 5 days maximum.* Given that this period is very short for rectifying or replacing a defective equipment, having also in mind that there is also custom clearance needed for importing goods in Albania, please confirm if the following proposed amendment is acceptable to you:
GCC 28.4 The period for rectifying shall be 10 **days maximum.** The period for replacement shall be: 10 **days maximum**

Answer 9: Above mentioned suggestion is accepted by us and this provision is amended through Amendment No.3 of BD, part of this clarification section.

Question 10. ITB 11.1(j) - Point a) Manufacturer's Authorization with the previous clarification you have pointed out that the Manufacturer's Authorization has to be provided in original. Considering time constraints, we would kindly ask you to possibly accept submission of the pdf copies of such documents in case related originals are not available before bid deadline. If this option is acceptable, the provision of the original documents could be indicated as a mandatory condition for contract signature. Please let us know whether this could be acceptable.

Question 11. ITB 11.1.(f) Statement of installed manufacturing capacity Please let us know what you mean with "installed manufacturing capacity". Considering that we are not manufacturer, please inform whether a document issued by our company and detailing information received from the equipment manufacturers would be acceptable. Finally, in order to timely complete the license procedure and to possibly collect the original documents required, we kindly ask you to grant an extension of the deadline of at least two weeks, i.e. to 3 April 2017.
Question 12.

Question 12: ITB 11.1 (j) a) Original Manufacturer's Authorization Form (MAF) must be submitted for each item, under each lot: Is it required to submit a Manufacturer's Authorization Form for each individual item requested including equipment accessories / non-core equipment, some of which may be supplied by a third party? For example, do each of the following items require a MAF: P C, keyboard, mouse, X-Ray protective clothing, printer, injector, screens, uninterruptible power supply (UPS)? Or just the core items: the injector and UPS? Please specify which items require MAFs.

Answer 10 & Answer 11& Answer 12 . The bids evaluation process will be conducted and finalized base on a genuine version of MAF. At the bidding stage pdf version of MAF-s may be submitted from the bidder. However, all MAF-s submitted as pdf versions, are subject of verification during the evaluation stage. Original versions of MAF-s are mandatory condition for contract signature.
- A genuine Manufacturer's Authorization Form must be submitted for each item, under each lot as they are required in the Section VII. Schedule of Requirements/ List of Goods and Delivery Schedule and as per the template included in the bidding document.
- A statement of installed manufacturing capacity (producing capacity, technology and standards use, warehouse and delivery management system, etc.)

As above, all equipment/item required under each lot should be covered from a Manufacturer's Authorization Form, submitted from the genuine producer. The same producer, who has issued the MAF, will issue the original statement of its manufacturing capacity (producing capacity, technology and standards use, warehouse and delivery management system, etc.)

Question 15: ITB 16.1) To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms: Is it required to supply a country of origin declaration in the Price Schedule Form for all equipment accessories / non-core equipment, some of which may be supplied by a third party? Please specify which items require a country of origin declaration in the Price Form Schedule.

Answer 15: For all items under each lot, as they are required in Section VII. Schedule of Requirements/List of Goods and Delivery Schedule, the country of origin should be mentioned. For low cost devices, accessories, components of a larger system, this requirement is not applicable.

Question 16. Can you confirm that none of the documents must be legalized and that an accurate translation is enough?

Answer 16: Referring to Bidding Documents**,** note at the end of page 46. *"Additional Documentations required to be provided by the bidders for the purpose of the post qualification (ITB 36.1) are required to be submitted as original version which means **"initialed and sealed by the bidders in each page"**.*

Question 17. What do you mean by "origin of the products"? Where the goods have been produced or the country of origin of all the raw materials? (ref. pag. 9 par. 5.3)

Answer 17: The "*origin of the products*" is the origin where the item is produced and coming from. The county of origin is confirmed in and certified from Manufacturer Authorization Form.

Question 18: Does the bidder's representative who's going to attend the opening of the envelopes on March 20th,2017 need a mandate in order to do this? (ref.pag. 21 par.25.4)

Answer 18: Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address mentioned in the bidding document, on 11^{oo} a.m. local time of March 20, 2017. All bids delivered to PCU office/ Ministry of Health, will be registered at the date and time submitted.

Question 19: Can the bidder's representative deliver the envelopes by hand? Does he need a mandate for this? Is it ok if he shows up on March 20th,2017 at 10 am?

Answer 19: Bids must be delivered (by hand or my mail whatever it is) to the address below on or before 11^{oo} a.m. local time of March 20, 2017. Electronic bidding will not be permitted. Late bids will be rejected.

Question 19: We understood that we can participate only for a few lots and not for all of them. We cannot understand if we are obliged to offer all the items of the lot. According to ITB 14.6, it seems so but in ITB 34.2a it seems not. Please kindly clarify this.

Answer 19: Upon to his choice, a bidder is free to participate in one or more than one lot, or for all lots together

Referring to bidding document **,** Section II Bid Data Sheet, clause ITB 14.6 :

*"Prices quoted for each lot (contract) shall correspond at least to **100%** (percent) of the items specified for each lot (contract).*

*Prices quoted for each item of a lot shall correspond at least to **100%** **(**percent) of the quantities specified for this item of a lot."*
Upon to his choice, a bidder is free to participate in one or more than one lot, or for all lots together.

Question 20: At page 52 par.7.2 it is mentioned "the organizational chart, a list of board of directors and the beneficial ownership "a can we send a company profile and the Statute (this one is a notaries act)?

Answer 20: For the purpose of filling this form, you may submit the company profile only. It is not necessary to submit it as a notarized form, just a document signed and sealed by the bidder themselves.

Question 21: *ITB 11.1 (j) n) The bidder must have at least two technical staff (medical devices) engineers, specialized for installation and maintenance of devices, for which the bidder has decided to quote. Respective original CV-s, signed by engineers themselves, is a must to be provided:* Are technical staff engineers, including their original signed CVs, required for all equipment accessories / non-core equipment, some of which may be supplied by a third party? Please specify which items require at least two technical staff engineers.

Answer 21. Following your question, referring to ***ITB 11.1 (j) n)*** please note that no technical staff engineers, including their original signed CVs are required specifically for accessories/ non-core equipment.

Question 22: *ITB 11.1 (j) o) The bidder must submit the list of the spare parts/ consumables associated with respective prices (including maintenance cost) for each of them. These prices should be fixed for at least 7 (seven) years after the warranty period of the goods. In this line, the bidder, should provide a "availability declaration" for the spare parts/consumables, and a "staff availability declaration" for the maintenance purpose for a such period:* Is a fixed price declaration, spare parts/consumables availability declaration, and a maintenance staff availability declaration required for all equipment accessories / non-core equipment, some of which may be supplied by a third party? For some equipment accessories such as the X-Ray apron or PC, fixed pricing and the availability requirements may not be possible.

Please specify which items require a fixed price declaration, spare parts/consumables availability declaration, and a maintenance staff availability declaration.

Answer 22: Following your question, referring to ITB 11.1 (j), please note that all the possible the spare parts/consumables list, prices, maintenance and staff availability declarations for each item are required.

Question 23: Manufacture Authorization how should be in case of Joint Venture?
In case of Joint venture between two companies which are participating in a lot where are requested several items. It should have both bidder names in every MAFs covering items in a lot or some products could be covered by MAFs from a member company of JV and some other products are covered by MAFs of other member.

Answer 23: If the bidder is a JV, the manufacturer should authorize the bidder (in this case a JV) to sell the his product. Consequently, Manufacturer Authorization Form will be issued for the bidder, which is in this case a JV.