

Response To Pre-Bid Queries (Pre-Bid date: 05.10.2017) - Commercial

NIB Ref: HITES/PCD/NCI-AIIMS/02/17-18 Dated: 14.09.2017

Schedule No. 01 to 07.

Sl. No	Tender Page & Para	TENDER SPECIFICATION	NAME OF THE FIRM	RESPRESENTATION RECEIVED FROM THE FIRMS	COMMITTEE RECOMMENDATION
1	Pg. 32, Para 14.f)	Documents required For goods imported from abroad : Manufacturer's own factory inspection report;	M/s Philips India Ltd	Kindly delete	No change considered
2		Suggestion from the firm		To be added: Letter of credit should be opened only after Site readiness and availability of power confirmation	No change considered
3	Pg 11: Point no 11.1 (A)- XVIII	A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India).	M/s Siemens Healthcare Private Limited	Amendment Requested- A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). Justification- Price Fall Clause Not limited to a time period and (c) Not limited to identical description of supplies/services.	Clarified during pre-bid that such comparison are always considered on equitable basis and thus no change required
4	Pg 31: Point no 11.1 (ii)	In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.	M/s Siemens Healthcare Private Limited	Amendment Requested- In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier/Indian Subsidiary/ local company/agency from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis Justification- Foreign vendor will cover the insurance upto airport and the local subsidiary/agency will cover the local insurance from port to site + 3 months for installation.	Clarified during pre-bid and no change required

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5	Pg-31; Point-12.1.b.ii	Immediately following such discontinuation, providing the Purchaser / Consignee free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser / Consignee	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- We request to replace this clause with requirement for the supplier to provide an undertaking to provide spare parts for specific period of time (e.g. 10 years)</p> <p>Justification- Designs, drawings or layouts etc. of spare parts are the "Intellectual Property Rights" of the Siemens Healthcare GmbH are not under sale along with the concerned equipments under the equipment supply contract. We confirm the availability of spare parts for a period of 10 years from the date of installation and provision of comprehensive warranty and services during the said period. Therefore, this would obviate the need for submission of any designs, drawings, or layouts etc. of the spare parts as required under clause 12.1(b) of GCC. We bring to your kind attention that HLL has agreed to such amendment. Please find enclosed a copy of the amendment for your kind reference.</p>	Clarified during pre-bid and no change required
6	Page No - 33; Clause 15.10	The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers in India of its equipments/ machines/ goods etc. and shall always give the most competitive price for its machines/ equipments of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions) supplied to the Purchaser/Consignee. This undertaking shall be valid until installation of the equipment or 12 months from delivery of the equipment, whichever is earlier.</p> <p>Justification- Price Fall Clause (a) Not limited to India, (b) Not limited to a time period and (c) Not limited to identical description of supplies/services. We also shared that Siemens values its commitments the most, therefore, is reluctant to commit to any open ended Price Fall clause like above which Siemens may not be able to fulfill. We kindly inform that prices are determined by market and by you by choosing the lowest 1. Further, the terms like "most favored customer" and "most competitive price" are not defined. Siemens doing business in more than 100 countries, therefore, it is not possible for Siemens to fulfill the obligations under this clause.</p>	Clarified during pre-bid and no change required

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M/s. HLL

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7	Page No - 33; Clause No-33	Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization in India during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly. This undertaking shall be valid until installation of the equipment but not later than 12 months from delivery of the equipment.</p> <p>Justification- Price Fall Clause Not limited to a time period and (c) Not limited to identical description of supplies/services.</p>	Clarified during pre-bid and no change required
8	Page No - 42; SECTION - VI Point-b	90 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period). Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- 90 days from the date of opening of L/C and site handing over along with availability of permanent power, whichever is later. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period). Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site with availability of permanent power for installation, whichever is later.</p> <p>Justification- Delivery should be linked with Site handing over with availability of permanent power to avoid the delay in installation and warranty loss and damage to equipment.</p>	<p>To be amended as: For Indigenous goods or for imported goods: Supply, installation and commissioning to be completed within 120 days from the date of NOA or date of opening of LC or date of layout drawing approval, whichever is later. (In case of LC necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days and in case layout drawing approval is applicable, it should be submitted by the supplier within 21 days respectively from the date of release of NOA.) For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p>

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Mon 21/11/2015

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9	Page No- 98; Point No- 1C.	During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period.</p> <p>Justification- Please delete the monetary penalty as the warranty extension is already there due to downtime more than 5%</p>	Monetary penalty to be deleted
10	Page No- 98 & 99; Point No- 4e	During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs),if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25% of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs),if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period</p> <p>Justification- Please delete the monetary penalty as the warranty extension is already there due to downtime more than 5%</p>	Monetary penalty to be deleted
11	Page No- 99; Point No- 5b	During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.	M/s Siemens Healthcare Private Limited	<p>Amendment Requested- During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period.</p> <p>Justification- As the equipment is very sensitive, site evaluation is highly recommended, so kindly specify the equipment wise installation location.</p>	Monetary penalty to be deleted. Bidders may visit site for location details.
12	Page no. 16, Point No. 20.1	20. Tender Validity	M/s Wipro GE Healthcare	We humbly request to kindly mention the NOA validity also. You would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to hold the same quoted prices. Hence request to kindly have the NOA validity also.	All Contractual obligations have been mentioned in the Bidding Document

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13	Page no. 22, Point No. 39.2	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.	M/s Wipro GE Healthcare	We humbly request to specify the timeline during which the repeat order can be placed. Currently this is open-ended and you would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to accept the repeat order on the same quoted prices. Hence request to kindly specify the timeline during which the repeat order can be placed.	
14	Page no. 32, Point No. 15	The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.	M/s Wipro GE Healthcare	Only software Updates as part of our FMI program will be provided free of charge during warranty period. Any Upgrade will be made available to the purchaser at prices to be agreed separately. But software Update will be given free of charge as long as its compatible to the supplied hardware, during the warranty period	There is no relevance in the request wrt the referred clause.
15	Page no. 32, Point No. 15.4	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories	M/s Wipro GE Healthcare	We agree to give the warranty against defects of manufacture, workmanship and any replacement/repairs of parts or equipment and other items as per tender requirement, if required, will be done free of charge except for accessories, consumables, rubber goods, glass items and other perishable items.	No change considered
16	Page no. 33, Point No. 15.6	Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions	M/s Wipro GE Healthcare	Upon receipt of notice, within 8 hrs we shall initiate the action to repair/replace the defective part. Completion of repair will depend on nature of repair required. You would agree, that considering the Custom holidays & Govt. holidays it's not practical to have 24(hrs) X 7 (days) X 365 (days) as Service Criteria. Hence, we request you to kindly amend it as " Working days of the respective institute ".	No change considered
17	Page no. 33, Point No. 15.7	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be up to the completion of the original warranty period of the main equipment.	M/s Wipro GE Healthcare	Please clarify this point whether the warranty extension would be upto the original equipment warranty or will be extended by the original warranty duration	The sentence in the bidding document is self-explanatory

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18	Page no. 33, Point No. 15.8	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.	M/s Wipro GE Healthcare	We can't accept this point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser.	No change considered
19	Page no. 34, Point No. 21	TERMS AND MODE OF PAYMENT	M/s Wipro GE Healthcare	Please specify the timeline within which H.L. would release the payment post receipt of complete payment related required documents	The same has been clarified during pre-bid. Generally payments against proper submission of bills are not take more than 3 working days when funds are available.
20	Page no. 38, Point No. 23.1	Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.	M/s Wipro GE Healthcare	Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 5% of the contract price.	No change considered

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