




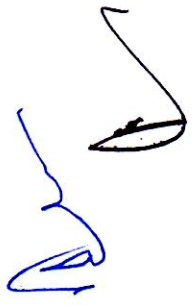












Response To Pre-Bid Queries (Pre-Bid date: 05.10.2017)						
NIB Ref: HITES/PCD/NCI-AIIMS/03/17-18 Dated: 22.09.2017						
Sl. No	Tender Page & Para	TENDER SPECIFICATION	NAME OF THE FIRM	RESPRESENTATION RECEIVED FROM THE FIRMS	For item.	COMMITTEE RECOMMENDATION
1	Pg 32, Para 14.f)	Documents required For goods imported from abroad : Manufacturer's own factory inspection report; Suggestion from the firm	M/s Philips India Ltd	Kindly delete  To be added: Letter of credit should be opened only after Site readiness and availability of power confirmation	128-Slice PET/ CT Scanne	No change considered
2					128-Slice PET/ CT Scanne	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.	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	No change considered
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.	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	It is clarified that goods to be insured as per tender conditions and there is no problem if the same is done by any other agency.

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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-</p> <p>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-</p> <p>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>	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	No change considered
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-</p> <p>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 &amp; 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-</p> <p>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</p>	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	No change considered



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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 sells or even offers to sell the contracted goods of identical specification and terms &amp; 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>	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	No change considered
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).</p> <p>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.</p> <p>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>	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	<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.)</p>












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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	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.  Justification- Please delete the monetary penalty as the warranty extension is already there due to downtime more than 5%	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	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	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  Justification- Please delete the monetary penalty as the warranty extension is already there due to downtime more than 5%	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	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	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.  Justification- As the equipment is very sensitive, site evaluation is highly recommended, so kindly specify the equipment wise installation location.	16-Slice SPECT/ CT Scanner & 128-Slice PET/ CT Scanner	Prospective Bidder may visit the site with prior intimation well before closing of bid submission to clear their doubts.
12			IBA	Page 3. Notice inviting Bids (NIB): You are referring to 3 items: 16 Slice SPECT/CT scanner, 128 slice PET/CT Scanner, Dual Particle cyclotron  Do all these items have to be considered as being 1 Lot or 3 Lots? Does the supplier have the choice to submit for only one of them or does he have the obligation to submit for all of them?		The items mentioned in the NIB are different tenders having distinct Rfx no. and thus treated as different tenders.
13			IBA	Is it mandatory to submit through an agent? IBA SA has an office in India. Are we allow to submit through this indian structure?		Please refer point no. 1 under Qualification Criteria at section-VIII of the Bidding Document.

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14			IBA	<p>To what does the "End of contract" exactly correspond?</p> <p>To the end of the acceptance test of the chosen item (For example acceptance tests for the cyclotron)</p> <p>or To the end of the warranty period (5 Years after the installation of the goods)</p> <p>or To the end of the CAMC ( 10 years after the installation of the goods)</p>		<p>The currency of the contract will remain in force till the warranty obligation (including entering into a separate contract for CAMC as per tender conditions before expiry of the warranty obligation).</p>
15			IBA	<p>Page 42 Section VI List of requirement - Part II Required delivery schedule (b)</p> <p>To what does the following sentence exactly correspond?</p> <p>"Installation and commissioning shall be done at the earliest but later than 45 days of delivery of goods at site or date of handing over the site for installation whichever is later"</p> <p>Do we have to understand</p> <p>Either that the installation/ commissioning of all the equipment has to be performed in 45 days.</p> <p>or that installation/commissioning of all the equipment has to begin on site at the latest 45 days after the arrival of all the equipment on site?</p> <p>Moreover with a "Delivery date" to be considered as the date mentioned on the bill of lading ( meaning at shipment) and if we take into consideration that the duration of the maritime transport will last at least 6 weeks + inland transport from Mumbai to one of the ICD in Delhi will last at least 2 weeks , meaning that we need 8 weeks for the transport, it will thus be impossible for us to respect a timeframe of 45 days for the installation of the equipment since the transport itself will last more than 45 days.</p>		<p>For Cyclotron the delivery schedule to be amended as:</p> <p>For Indigenous goods or for imported goods: Supply, installation and commissioning to be completed within <b>270 days</b> 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.)</p>

*(Handwritten signatures)*



