

Response To Pre-Bid Queries (Pre-Bid date: 10.10.2017)

NIB Ref: HITES/PCD/NCI-AIIMS/04/17-18 Dated: 25.09.2017

Sl. No	Tender Page & Para	TENDER SPECIFICATION	NAME OF THE FIRM	RESPRESENTATION RECEIVED FROM THE FIRMS	COMMITTEE DECISION
1		Documents required For goods imported from abroad : Manufacturer's own factory inspection report;	M/s Philips India Ltd	<i>Kindly delete</i>	No change considered
2		To be added		Letter of credit should be opened only after Site readiness and availability of power confirmation	
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	<p>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).</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 that such comparison are always considered on equitable basis and thus no change required

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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	<p>Amendment Requested-</p> <p>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</p> <p>Justification-</p> <p>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.</p>	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

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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 & 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 not possible for Siemens to fulfill the obligations under this clause.</p>	Clarified during pre-bid and no change required

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7	Page No - 33; Clause No -33	<p>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.</p>	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 & 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

Sl. No	Tender Page & Para	TENDER SPECIFICATION	NAME OF THE FIRM	RESPRESENTATION RECEIVED FROM THE FIRMS	COMMITTEE DECISION
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>	<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> <p>For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.</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	<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

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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-</p> <p>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-</p> <p>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.32, Clause 15.6	Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) x 7 Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X7 (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.	M/s Kirloskar Technologies (P) Ltd.	Repair or replace of defective goods or parts within 8 hours -from receipt of notice seems to be very impractical because sometime spare parts are required to be imported from the manufacturer, hence it should be suitably amended to within 24-48 hrs. from the date of receipt of notice.	No change considered
13	Page No.31. Clause 12.1.b).ii)	ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.	ELEKTA MEDICAL SYSTEMS INDIA PVT. LTD.	<p>Requested Change:</p> <p>Kindly delete the above clause since this is not acceptable to Elekta Limited, UK.</p>	Clarified during pre-bid and no change required

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14	Page No. 32 Clause 15.4.	<p>Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-</p> <ul style="list-style-type: none"> • All kinds of Motors. • Plastic & Glass Parts against any manufacturing defects. • All kinds of sensors. • All kinds of coils, probes and transducers. • Printers and imagers including laser and thermal printers with all parts. • UPS including the replacement of batteries. • Air-conditioners 	ELEKTA MEDICAL SYSTEMS INDIA PVT. LTD.	<p>Requested Change</p> <p>We request you to kindly remove turnkey from CMC and warranty.</p> <p>Reason: Turnkey is covered for 6 months only for defect liability and warranty or CMC do not apply for turnkey</p>	No change considered

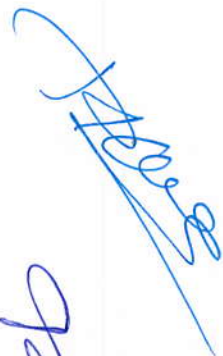
Sl. No	Tender Page & Para	TENDER SPECIFICATION	NAME OF THE FIRM	REPRESENTATION RECEIVED FROM THE FIRMS	COMMITTEE DECISION
15	Page No. 35 clause 21.1.C)	C) Payment of Civil/Electrical Works at site: The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User. Requested Change	ELEKTA MEDICAL SYSTEMS INDIA PVT. LTD.	<p>Requested Change</p> <p>Payment of Civil/Electrical Works at site: The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. 40% advance is paid along with NOA on submission of Bank Guarantee for equal amount with one year validity. The reset of the payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.</p> <p>Reason: without this clause the HITES finance will not permit 40% advance payment.</p>	No change considered

















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16	Page No. 42. Section – VI Part II, b)	For Imported goods directly from foreign: 90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period). Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later. For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.	ELEKTA MEDICAL SYSTEMS INDIA PVT. LTD.	Requested Change For Imported goods directly from foreign: 90 days from the date of opening of L/C, NOC from AERB and site handover whichever is later. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period). Installation shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later. Commissioning as per AERB is the responsibility of user department. For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23. Reason : The above timelines are required for HDR delivery and installation and turnkey. Also kindly Add Part C) Turnkey work shall be handed over within 120 days from the site handover to the vendor.	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.

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17		Warranty & CMC Conditions.	Varian Medical Systems	<p>Representation</p> <p>There are a plethora of non-varian items which form part of turnkey. Hence, we hereby submit to only include HVAC under standard warranty. Varian India would not be able to maintain the non-Varian items after the expiry of the one year warranty period except HVAC.</p>	No change considered
18	Pg-34, Clause 21	Payment Terms as per tender say that it will be released after the "Installation and Acceptance Certificate" issued by the end user.	Varian Medical Systems	<p>Turnkey in this case would be a cost intensive project limiting our capability to fund. Therefore, Varian suggests – either there should be separate LC which needs to be issued or there should be a provision for milestone based payment as follows: 30% - Advance, 30% - Completion of Civil and Interior works, 30% - Completion of Electrical and HVAC works and 10% - Completion of Turnkey works and Handover for Machine Installation.</p>	No change considered















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19	Page No. 32, point 15.4	<p>Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-</p> <ul style="list-style-type: none"> • All kinds of Motors. • Plastic & Glass Parts against any manufacturing defects. • All kinds of sensors. • All kinds of coils, probes and transducers. • Printers and imagers including laser and thermal printers with all parts. • UPS including the replacement of batteries. • Air-conditioners 	Varian Medical Systems	<p>Varian would be able to cover only the batteries as part of the consumables under the CMC contract. All other components mentioned here in would not be possible to be covered after the expiry of the one year standard warranty period.</p>	No change considered
20	Page no. 33, Point 15.8	<p>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.</p>	Varian Medical Systems	<p>This point has been discussed & agreed that the said response time of 8 hours is only for the response to be initiated & addressed.</p>	Clarified

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21	Page 35, point D	Payment for Comprehensive Annual Maintenance Contract Charges	Varian Medical Systems	Varian suggests that the payment for CMC should not be linked to equivalent equipment amount. Instead, a bank guarantee will be submitted for an amount equivalent to 2.5% of yearly CMC amount but not the equipment cost.	No change considered
22	Page 66, point 15, Point v	Equipment Warranty and Service Facilities v. During the warranty period, all the software updates and upgradation should be provided for free of charge.	Varian Medical Systems	We would be able to provide all the mandatory software updates during the period of warranty and CMC. Hence, it is requested to delete "upgradation" from the clause. If upgrade is desired then to make it uniform & compatible, we request you to add all the computer hardware and software to be mandatorily replaced and refreshed for the latest that would be prevalent at the end of the 5th year, post installation	To be amended as: v. During the warranty period, all the software updates and upgradation should be provided for free of charge.
23	Page 73, 15.4 & 15.5	Penalty clause & uptime guarantee	Varian Medical Systems	It has been suggested to de link the penalty & the uptime guarantee clause from monetary terms. Hence, it has been agreed that Varian will extend the shortfall two times beyond 95% instead of 50,000/- penalty per day.	Monetary penalty to be deleted
24	Page 29, Point 8.8	Inspection, testing & quality control : Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.	Varian Medical Systems	We would like to add that the Pre-Inspection by the Third-party vendors/inspectors is not possible from our end. Hence, we urge to remove/delete the same from the tender document. Making this mandatory would make Varian unable to participate in the tender. The committee has suggested that they would revert after internal discussions.	- The third party inspection for Principal/ Foreign supplier to be waved off. - Initial Payment of such supplies are to be made against submission of 'Consignee Receipt Certificate' along with other documents as prescribed in the bidding document.

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25	Page 35, point B, a & b	<p>a) On Shipment: 75% of the net FCA/CIP price.</p> <p>b) On Acceptance: Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).</p>	Varian Medical Systems	<p>IGRT/IMRT Linear Accelerators are equipments that deliver high level of ionized radiation. These linear accelerators need regulatory (AERB) approvals from time to time. The civil requirements for constructing the facility as per regulatory requirements is also complex and usually takes longer. The regulatory requirements need the supplier and the hospital to fulfill the requirements like site layout approvals, RSO and Medical Physicist requirements, Import authorization, Acceptance Protocol Compliance, Final AERB inspection and approval, before the site will be ready for patient use. Keeping the long cycle nature of the project, that requires the supplier and hospital to co-work closely till final acceptance and limited control that Varian Medical Systems will have in the complete install and commissioning process, following amendments regarding the time limits to be included:</p> <ol style="list-style-type: none"> 1. Delivery period: 120 days from the date of opening of clean and confirmed Letter of credit. 2. The balance 25% payment against acceptance and commissioning or, 180 days from the shipment/Bill of Lading, whichever is earlier. 3. 45 days for completion of installation and Customer Acceptance Protocol from the date of delivery of LINAC at site. 	<ol style="list-style-type: none"> 1. Delivery period is being modified suitably through an amendment 2. No change considered on requested payment terms

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