

**Tender no.: HLL/ID/13/102 Dated 04.12.2013**

**Name of the work: AUGMENTATION OF NUCLEAR MEDICINE DEPARTMENT WITH PET-CT UNIT & DUAL HEAD GAMMA CAMERA AT JIPMER, PUDUCHERRY**

**REPLY TO THE QUERIES RAISED BY M/S SIEMENS VIDE EMAIL DATED 27.01.2014.**

<b>Tender Doc Pg No</b>	<b>Tender Point</b>	<b>Clause</b>	<b>Sub-clause</b>	<b>Original Clause as per Tender</b>	<b>Clarification required</b>	<b>Reply</b>
3	Completion Period			15 Months from the date of Issuance of Letter of Acceptance	As per clause 7.4 we have 30 days time for signing the agreement from the date of Letter of acceptance. As per Form A work can be started within 1 week of signing the agreement. However tender document specifies that time for completion of work within 15 months from the date of letter of acceptance.	The provisions do not contradict each other. Completion period shall be reckoned from the date of LOA.
42	Period of Commencement of Work	Form A	iii	One Week from the date of signing of Contract Agreement		
36	Signing of Agreement	7.4.1		JIPMER/HLL shall prepare the Agreement in the Proforma (Form E) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Acceptance the successful		
17	Payment Terms	3.3.1	B.C	c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal	This point needs clarification as it is not clear.	This has to be read with reference to the price schedule in Form C.

75	Penalty			Should there be any delay in the achieving any milestone of the project, the Contractor shall be liable to pay penalty for the delay to an extent of Rs. 50,000 per day to the Employer. This penalty shall be in addition to liquidated damages if any.	Clarity required on the milestone of the project and we request you to cap the penalty since it is open.	This milestone is the programme milestone to be submitted by the bidders as required under Clause 4.2.4 (b) vii. The cap is inbuilt by the provisions of Clause 9.7 of the GCC regarding Liquidated Damages.
	Customs duty			Tender specifies that pricing for direct import (INCOTERM) mentioned as CIP. This does not include customs duty which customer will have to pay directly at the time of import.	The price schedule (Page No.47 & 48) specifies the price with (INCOTERM) DDP – Delivered Duty Paid. However, as per the customs rules, importer will have to pay customs duty directly at the time of clearance. Hence, we can mention the customs duty % in the tender, but the actual customs duty to be paid by HLL/Jipmer at the time of clearance. The same to be included in tender appropriately	Please see Note 4 on page 48. This aspect is also covered under Clause 3.3.1 on page 17.
	Letter of credit in case of INR order		A	Clarification is required on opening a letter of credit by HLL for Domestic Goods or Foreign Origin Located within India.		Already clarified vide addendum 4
	Tender submission date			Last Date & time of Submission of Tender 10/02/2014, up to 14.00 Hrs	We request you to provide us some time to work on the technical specification of the equipment. Further to it this is high value equipments and requires some quality time to be spent on the technical and commercial feasibility of the project. In this regard, we would humbly request you to extend the tender for at least 20 days to get the things done in a outrial way.	Last Date & time of Submission of Tender <b>20/02/2014</b> ,up to <b>14.00 hrs</b>

Page No. 80				All equipment, accessories, other ancillary equipment needed, warranty, turnkey and accessories under turnkey should be part of tender. The turnkey part and the supply FDG and Gallium-68 generator with their accessories for 5 years should be quoted separately. However, the final bid evaluation will be done based on the final prices of all the above parts.	We request you to confirm that pricing for the supply of FDG for 5 years will be considered for the evaluation of successful bidder.	The clause is self-explanatory.
Page No. 98	Warranty	6	C.	The peripherals / workstations / servers / accessories, electronic / electrical consumables (leads, probes, batteries etc.), calibration sources, air-conditioning AHU units, DG sets and batteries of UPS will also form part of the warranty and CAMC. Service, repair and maintenance of all third party items will be the sole responsibility of primary vendor	We request you clarify the consumable in detail since there are more than 150 local bought outs in the list. Is the consumable like Paper, printer cartridge etc to be covered by the bidder.	All the consumables should be supplied as needed for installation, demonstration and commissioning. Medical Consumables should be supplied as per tender document.
Page No.7	Brief Scope	2.2.1	V	Getting approvals / permissions / permits of the statutory / local / governmental agencies including AERB for using the facility for patient care purposes.	We request HLL to take care of Getting approvals / permissions / permits of the statutory / local / governmental agencies including AERB. ; however necessary support will be extended to get the approvals from the local bodies and AERB.	Already clarified in the reply to prebid queries uploaded in site on 18.01.2014.
					Clarity on the warranty for the turnkey project is required. There is no clarity whether warranty period of 5 years include turnkey also. (Building)	Defect Liability Period for building as mentioned in Section II of RFP Volume I-(Pg No 22)