



HITES

HLL INFRA TECH SERVICES LTD.

HITES/PCD/PMSSY-V/AIIMS-Kashmir/2023-24/ 3837

(By Reg. Post/Courier/Email)

Date: 12- Dec-2023

NOTIFICATION OF AWARD

M/s Siemens Healthcare GmbH

Henkestr.127

D-91052, ERLANGEN

GERMANY

Thru'

M/s. Siemens Healthcare Pvt Ltd.

Unit No. 1 & 2, Skootr Business Centre

2nd Floor, Tower-A,

Infinity Tower, DLF Cyber City

122002 Gurugram, India

Sub: Procurement of **CT Simulator Systems-16 Slice** (Sch. No. 2) at AIIMS, Kashmir

Ref: 1. Tender Enquiry No. HITES/PCD/AIIMS-IV/62/Rad-Onco/22-23 dated 03-Mar-2023 (Tender ID:- 2023_146428_2) & your bid submitted against the same.

2. MoHFW Sanction Letter No. Z.28016/25/2021-PMSSY-I (EO-8108554) dated 04.12.2023

Sir,

We are directed by the Ministry of Health and Family Welfare (MOHFW) to inform you that your bid for the procurement of **CT Simulator Systems-16 Slice** against the above-referred tender enquiry has been accepted and we are hereby placing the order on behalf of Ministry of Health and Family Welfare for the following equipment to be supplied as per the Terms and Conditions as indicated below in continuation to the General Conditions of the Contract and Special Conditions of Contract and all the other sections as detailed and forming part of the Bid Document. The equipment should be brand new, unused and as per the Technical Specification of our bid document along with amendments if any and your offer along with technical clarification and negotiations if any which is attached as Annexure I. The bid document along with amendment if any forms an integral and inseparable part of this NOA.

1) Prices –

Sl. No.	Brief Description of Items/Goods	Qty.	Unit Price (USD/INR)	Total Price (USD/INR)
	CT-Simulator Systems-16 Slice , as per technical specification {Make: Siemens Healthcare GmbH, Model: SOMATOM go.Sim (1 USD = Rs. 82.1201 as on date of price bid open i.e. 13.07.2023)}			
i.	FOB Price at port / Airport of landing	01 No.	\$ 565,849	\$ 565,849
ii.	Carriage, Insurance and freight		\$ 7,151	\$ 7,151
	CIP Price [sl. no. (i)+(ii)]		\$ 573,000	\$ 573,000
iii.	Complete Set of Local Items (Inclusive of GST)		₹ 1,36,40,000	₹ 1,36,40,000
iv.	Site Modification Work (Inclusive of GST)		₹ 78,45,000	₹ 78,45,000
	Total price to be paid in INR [sl. no. (iii + iv)]		₹ 2,14,85,000	₹ 2,14,85,000
Total Value (in words): Dollar Five Hundred Seventy Three Thousand (CIP basis) + Rupees Two Crore Fourteen Lakh Eighty Five Thousand Only				

Note: Purchaser reserves the right to place the balance tendered quantity including tolerance at the same price and terms and conditions till the validity of this contract.

Page 1 of 9

एचएलएल इन्फ्रा टेक सर्विसिज लिमिटेड
(एचएलएल लाइफकेयर लिमिटेड की समनुषंगी,
भारत सरकार का उद्यम)

निगमित कार्यालय: बी-14ए, सेक्टर-62,
नोएडा-201 307, उत्तर प्रदेश, भारत

ई मेल: enquiry@hllhites.com

वेबसाइट: www.hllhites.com

दूरभाष: +91 120 - 4071500

फैक्स: +91 120 - 4071513

सीआईएन: यू45200केएल2014जीओआई036617

HLL Infra Tech Services Ltd.
(Subsidiary of HLL Lifecare Ltd,
A Government of India Enterprise)

Corporate office: B-14 A, Sector-62,
Noida - 201 307, Uttar Pradesh, India

Email: enquiry@hllhites.com

Website: www.hllhites.com

Tel.: +91 120 - 4071500

Fax: +91 120 - 4071513

CIN: U45200KL2014GOI036617



HITES

2) Terms and Conditions:

The prices accepted are firm and fixed during the currency of the contract. The scope of supply shall be as per terms & conditions given below and as detailed in the bid document: -

Sl. No.	Item	Description						
i)	Name & Address of NoA issuing authority	Ministry of Health and Family Welfare, Government of India through M/s HLL Infra Tech Services Limited						
i)a)	Name & Address of the Importer on behalf of Purchaser/ Consignee	HLL Infra Tech Services Limited, Procurement & Consultancy Division, B-14 A, Sector-62, Noida-201307						
i)b)	Name & Address of the Consignee(s)	<table border="1"> <thead> <tr> <th>Consignee Name</th> <th>Seaport / Dryport</th> <th>Air Port</th> </tr> </thead> <tbody> <tr> <td>All India Institute of Medical Sciences, Awantipora, Kashmir</td> <td>ICD, Tughlakabad,</td> <td>Delhi</td> </tr> </tbody> </table>	Consignee Name	Seaport / Dryport	Air Port	All India Institute of Medical Sciences, Awantipora, Kashmir	ICD, Tughlakabad,	Delhi
Consignee Name	Seaport / Dryport	Air Port						
All India Institute of Medical Sciences, Awantipora, Kashmir	ICD, Tughlakabad,	Delhi						
ii)	Name of Beneficiary of L/C and Bank Details	<p>For items in foreign currency: Beneficiary Name: M/s Siemens Healthcare GmbH, Germany Bank account details: To be provided at the time of submitting proforma invoice</p> <p>For indigenous items/ Items for payment in INR M/s. Siemens Healthcare Pvt Ltd., India Bank account details: To be provided at the time of submitting invoice</p>						
iii)	Name & Address of Manufacturer	M/s Siemens Healthcare GmbH, Germany						
iv)	Country of Origin	Germany, India						
v)	Delivery Period	<p>For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign:</p> <p>Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 120 days from date of site readiness/ AERB approval for import, whichever is later. For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p> <p>Note:</p> <p>i) Supplier Layout Drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 21 days from the date of release of NOA.</p> <p>ii) Supplier has to submit clear documents for opening of LC to HITES within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.</p> <p>iii) In case of multiple LC are opened in favour of multiple manufacturers,</p>						



Sl. No.	Item	Description
		<p>the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.</p> <p>iv) 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 above.</p> <p>v) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.</p>
vi)	Terms of Delivery	<p>For Imported goods: CIP (Port of Destination)</p> <p>For Indigenous goods: At consignee site</p>
vii)	Dispatch Instructions	<p>To be dispatched by Air / Sea through Air India / National Carrier wherever available from Airport / International Carrier/ Seaport to Consignee Airport / Seaport (Mentioned along with Consignee) on freight paid basis. Airfreight / Sea freight charges & insurance charges will be borne by the supplier. The insurance for 110% of the value of equipment should be taken from supplier's warehouse to consignee's warehouse [Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery]. The equipment should be addressed to the Consignee.</p>
viii)	Packing & Marking	<p>The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.</p> <p>The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.</p> <p>Packing instructions:</p> <p>Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:</p> <ol style="list-style-type: none"> contract number and date brief description of goods including quantity packing list reference number

Sl. No.	Item	Description
		d. country of origin of goods e. consignee's name and full address and f. supplier's name and address
ix)	Inspection Authority	CEO, HLL Infra Tech Services Limited., B-14 A, Sec.62, Noida-201307 (UP) or his designated representative in case of goods located within India & SGS, Lloyd, BEAURU VARITUS and TUV in case the goods located outside India. Cost for Inspection outside India will be borne by the supplier as per terms & condition of the inspection clause mentioned in the bid document.
x)	Inspecting Officer	Authorize Representative (s) of the Inspection Authority mentioned above.
xi)	Pre despatch Inspection of goods Located in India	Pre Despatch Inspection will be carried out by the purchaser or his designated representative at manufacturer/supplier premises & despatch clearance will be issued consignee wise on getting satisfactory Test Report from the inspector.
xii)	Performance Security	Within twenty one (21) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security and Performa invoice to the purchaser for an amount equal to three percent (3%) of the total value of the contract, (i.e. for a value of ₹ 24,30,000/- in favour of the CEO, HLL Infra Tech Services Limited) valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially for a period of minimum 66 months from the date of Notification of Award as per the format enclosed in the tender document. Consignee wise Performance Security shall also be accepted. The following bank details shall be used for SFMS enable PBG preparation. Name of Bank - ICICI BANK Account No. - 158005003923 Branch: ICICI Bank, Sector 62 Branch, Noida, Uttar Pradesh IFS Code- ICIC0001580
xiii)	Warranty Terms	The warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms and in line with tender terms.
xiv)	Comprehensive Annual Maintenance Contract	This will be in line with the terms & conditions mentioned in bid document and shall be applicable after the expiry of warranty period. The user will separately enter into maintenance contract for a period of 5 years after the expiry of warranty period. The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV of bid document valid till 2 months after expiry of entire CMC period. The amount of CMC will be as under:

Sl. No.	Item	Description														
		<table border="1"> <tr> <td colspan="2" data-bbox="766 231 1364 304">Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor</td> </tr> <tr> <td data-bbox="766 304 1052 346">Year wise CMC Price</td> <td data-bbox="1052 304 1364 346">CMC/ Machine (₹)</td> </tr> <tr> <td data-bbox="766 346 1052 388">6th Year</td> <td data-bbox="1052 346 1364 388">34,00,000</td> </tr> <tr> <td data-bbox="766 388 1052 430">7th Year</td> <td data-bbox="1052 388 1364 430">34,85,000</td> </tr> <tr> <td data-bbox="766 430 1052 472">8th Year</td> <td data-bbox="1052 430 1364 472">35,72,125</td> </tr> <tr> <td data-bbox="766 472 1052 514">9th Year</td> <td data-bbox="1052 472 1364 514">36,61,428</td> </tr> <tr> <td data-bbox="766 514 1052 556">10th Year</td> <td data-bbox="1052 514 1364 556">37,52,964</td> </tr> </table> <p data-bbox="636 556 1500 583">CMC cost exclusive of GST at 18%.</p>	Comprehensive Annual Maintenance Contract (CMC) to be entered in between the Consignee & Vendor		Year wise CMC Price	CMC/ Machine (₹)	6th Year	34,00,000	7th Year	34,85,000	8th Year	35,72,125	9th Year	36,61,428	10th Year	37,52,964
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xv)	Liquidated damages	<p>If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser 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. Once the maximum is reached purchaser may consider termination of the contract.</p>														
xvi)	Paying Authority	<p>For Equipment: HLL Infra Tech Services Limited, Procurement & Consultancy Division, B-14 A, Sec.62, Noida-201 307 for and on behalf of Ministry of Health and Family Welfare.</p> <p>(From the available fund as provided by the consignee/client)</p> <p>For CMC: By respective consignee(s).</p>														
xvii)	Payment Terms	<p>Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.</p> <p>A) Payment for Domestic Goods Or Foreign Origin Located Within India Payment shall be made in Indian Rupees as specified in the contract in the following manner:</p> <p>a) On delivery: Seventy Five (75)% payment of the contract price for goods shall be paid on receipt of goods in good condition and upon the submission of the following documents:</p> <ol style="list-style-type: none"> i) One Original and Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount, HSN/SAC code, Taxable value, Rate and amount of Taxes i.e., CGST/SGST/IGST, QR code; Invoice should indicate Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. ii) Two copies of packing list identifying contents of each package iii) Inspection certificate issued by the nominated Inspection agency, if any iv) Insurance Certificate as per GCC Clause 11 														



Sl. No.	Item	Description
		<p>v) Certificate of origin for imported goods</p> <p>vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice</p> <p>viii) Manufacturer's warranty certificate.</p> <p>b) On Acceptance: Balance Twenty Five percent (25%) payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment and No Claim Certificate as per the format to be submitted by the supplier.</p> <p>B) Payment for Imported Goods: Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:</p> <p>a) On Shipment: 75% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:</p> <ul style="list-style-type: none"> i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill; iii) Four Copies of packing list identifying contents of each package; iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours; v) Manufacturer's/Supplier's warranty certificate; vi) Manufacturer's own factory inspection report and vii) Certificate of origin by the chamber of commerce of the concerned country; viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch. <p>b) On Acceptance: Balance payment of 25% of net CIP price of goods would be made against Original Final Acceptance Certificate as per Section XVIII to be issued by the consignees 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 and No Claim Certificate as per the format to be submitted by the supplier</p>

HLL INFRA Sl. No.	TECH SERVICES LTD Item	Description
		<p>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 final installation, commission and acceptance of equipment by the consignee.</p> <p>d) Payment of Indian Agency Commission: Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.)</p> <p>Note: 1. The storage insurance may not be considered as part of LC negotiation. However, the supplier should ensure that the storage insurance has been taken as per NoA/TED requirement. Any loss occurred during the required insurance period shall be at the supplier's risk and cost only.</p> <p>2. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p> <p>C) Payment of Site Modification Work, if any: Site Modification Work payment will be made to the bidder/ manufacturer's agent opt its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.</p> <p>This will be paid in following manners:</p> <p>a) 50% payment of Turnkey/Site modification will be paid on submission of joint inspection report from consignee and HITES engineer on completion of entire turnkey work.</p> <p>b) 50% payment of Turnkey/site modification work will be paid on submission of proof of final installation and acceptance (FAC) of work by the consignee and No Claim Certificate as per the format to be submitted by the supplier.</p> <p>Note: Following documents are to be submitted for Turnkey/site modification payment:</p> <p>a. Layout approval (Initial and As Built) from Head of the Institute or it's authorized representative with specified area in square feet.</p> <p>b. One Original and Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount, HSN/SAC code, Taxable value, Rate and amount of Taxes i.e., CGST/SGST/IGST, QR code; Invoice should indicate Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only;</p>



HLL INFRA Sl. No.	TECH SERVICES LTD Item	Description
		c. Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.
xviii)	Resolution of disputes	<p>In the event of any dispute arising out of this NOA between HLL Infra Tech Services Limited and the supplier, the matter shall be referred to the Chief executive Officer of HLL Infra Tech Services Limited who may appoint a sole Arbitrator. The decision of the Arbitrator shall be final and binding. The provisions of Arbitration and Conciliation Act 1996 and any amendment thereof shall apply to such Arbitration. Both HLL Infra Tech Services Limited and the supplier agree that the Arbitration proceedings shall be held at NCT of Delhi and the Court at Delhi shall have the exclusive jurisdiction.</p> <p>Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.</p>
xix)	Other Instructions	<p>a) HLL Infra Tech Services Limited are only a Procurement Support Agency engaged by MoHFW for procurement of the equipment ordered against this NOA and are authorized to sign the NOA / Agreement on behalf of MoHFW.</p> <p>b) Invoice to be raised strictly in the name of the Consignee, and bill to be submitted for payment with a cover note to HITES as stated above.</p> <p>c) Supplier shall inform the purchaser/consignee about the local agent's name & office address, to whom they will contact during warranty & CMC period for availing various services under the contract.</p> <p>d) In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 of TED, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement. Extra expenditure will be recovered from available EMD/PBG/Payments pending/ or likely to be paid from any of other orders/contract with HITES or any of the group companies of HLL</p> <p>e) In case of sea shipment minimum 14 days demurrage free period to be allotted and instructed to the shipping lines by the supplier/beneficiary.</p> <p>f) Necessary instruction to be given by the beneficiary/ supplier to the Shipping line / airline/ agent / Console to file the IGM in the name of M/s. HLL Infra Tech Services Limited only.</p> <p>g) In case of air shipments, soft copy of Airway bill, Invoice, Packing list and Third party inspection report with catalogue of shipment and complete contact details of console has to be submitted to HITES prior to landing of shipment. Any loss occurred due to delay in submission of these above mentioned documents shall be recovered from L/C without prior notice.</p> <p>h) In case of absence of insurance in any stage all risks and cost are on suppliers account.</p> <p>i) The Final Invoice at the time of import should be as per Proforma invoice submitted at the time of opening of LC.</p> <p>j) Supplier's representative should be available at consignee site while</p>



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Sl. No.	Item	Description
		offloading the imported shipments and shift the material to installation site at their own risk and cost. k) In case of sea shipment any delay in negotiation (Non-discrepant) of documents at Bank within the scheduled time shall be at Supplier's own risk and cost. Any loss occurred on this account shall be debited to supplier account without prior intimation. l) Supplier should submit signed copy of contract form within 21 days of placement of supply order/NoA. m) Expected date of arrival along with console address should be shared with HITES prior to arrival. n) MD-15 import license/ necessary registration /permission from Central Drugs Standard Control Organization (CDSCO) / necessary clarification to the manufacturer of the product by CDSCO and NOC to HITES; o) EPR e-waste NOC from Central Pollution Control Board (CPCB) of India should be also provided prior to arrival

Kindly acknowledge the receipt of NOA by sending us a copy of NOA duly signed and sealed as a token of acceptance of the order to the undersigned immediately on receipt of which contract agreement (as given in the tender document / as enclosed) will be signed between the purchaser and the contractor

Thanking You
For HLL Infra Tech Services Limited

(M)

AVP & Head (PCD)

Encl.:

- I) Technical Specifications Detailed in Annexure-I61.....Pages
- II) Contract Form

Copy to:

- I) For Records:-
 - a) AVP (Fin-II), HLL Infra Tech Services Limited, Noida
 - b) DVP & Head (BME), HLL Infra Tech Services Limited, Noida
 - c) Office Copy
- II) For Information and Needful action
The Deputy Director, All India Institute of Medical Sciences, Awantipora, Kashmir