

**Response To Pre-Bid Queries**

HITES/PCD/MP/Rad-Onco/CT/ 23-24 dated 20-06-2023 (Tender ID 2023\_HLL\_158117\_1 for CT Simulator System)

**CT Simulator System**

Tender Para	TENDER SPECIFICATION	NAME OF THE FIRM	AMENDMENT REQUESTED BY PROSPECTIVE BIDDER	COMMITTEE RECOMMENDATION
Page no. 42	Required Delivery Schedule: Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 60 days from date of site readiness/ AERB approval for import, whichever is later.	Wipro GE Healthcare	Looking at the current supply chain scenario & raw material availability impacted due to Covid 19 we humbly request you to kindly amend this to 210 days from the date of opening of LC or date of approval of layout drawing from AERB if any or date of site handing over by institute along with staff availability and commitment of permanent power, whichever is later	Delivery Period 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.
Page 35	Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	Wipro GE Healthcare	We request to change the CRC to any proof of delivery for initial 75% payment or specify the clear timeline within which the institute would issue the CRC. You would agree that these are high value equipment and holding initial 75% for delay in CRC would be unreasonable	<b>No change</b>
Page no. 23, Point No. 40.2	If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (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.	Wipro GE Healthcare	We humbly request you to please specify the timelines in which repeat will be placed.	<b>No change</b>
Page no. 33, Point No. 15.4	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	Wipro GE Healthcare	You would agree that the point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser" is not acceptable. Hence we humbly request you to kindly delete this line.	<b>No change</b>

Tender Para	TENDER SPECIFICATION	NAME OF THE FIRM	AMENDMENT REQUESTED BY PROSPECTIVE BIDDER	COMMITTEE RECOMMENDATION
<p><b>Firm Price: Clause-15 at Pg.15 Currency of contract: Clause-40,Pg.23 &lt;only relevant portion produced here&gt;</b></p>	<p>Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered. 40. Variation of Quantities at the Time of Award/ Currency of Contract 40.1 At the time of awarding the contract.....other terms &amp; conditions quoted by the tenderer. 40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms &amp; conditions mentioned in the contract during the currency of the contract.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed as per clause no. 20.1 under Section – II( GIT) and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.  40. Variation of Quantities at the Time of Award/ Currency of Contract 40.1 At the time of awarding the contract,.....other terms &amp; conditions quoted by the tenderer. 40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms &amp; conditions mentioned in the contract during the price validity period as per clause reference no. 20.1 under Section – II( GIT).</p>	<p><b>No change</b></p>
<p><b>Delivery period: SECTION - VI LIST OF REQUIREMEN  TS- Part II:  Required Delivery Schedule:</b></p>	<p>For Indigenou or for imported goods if supplied from India or for imported goods directly from foreign: Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 60 days from date of site readiness/ AERB approval for import, whichever is later.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>180 days from the date of opening of L/C or AERB site approval or site handover with permanent power, whichever is later .  The date of delivery will be the date of Airway bill/Bill of lading</p>	<p>For Indigenou or for imported goods if supplied from India or for imported goods directly from foreign: 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.</p>
<p><b>Customs Duty: 13.5.3 Pg.14</b></p>	<p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>The Purchaser will pay the Customs duty wherever applicable to customs house.</p>	<p>The Purchaser will pay the Customs duty wherever applicable upon submission of documentary evidence</p>

Tender Para	TENDER SPECIFICATION	NAME OF THE FIRM	AMENDMENT REQUESTED BY PROSPECTIVE BIDDER	COMMITTEE RECOMMENDATION
<b>Price Fall- PREPARATIO N OF e- TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED</b>	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).	<b>Siemens Healthcare Pvt. Ltd.</b>	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). During last 1 year.	<b>No change</b>
<b>Clause-15.10 Pg.33 of TED</b>	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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.	<b>Siemens Healthcare Pvt. Ltd.</b>	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 identical descriptions equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.	<b>No change</b>
<b>GCC- Point No- 21.1 – Payment Terms: A . Pg.No.34 of TED.</b>	A. Payment for domestic goods or goods of foreign origin located within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner: a) On Delivery: 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: a) On delivery: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any: (i) ..... (ii) ..... (iii) ..... (iv) .... (v) Certificate of origin for imported goods (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee. b) On Acceptance: balance 25% against FAC issued by consignee.	<b>Siemens Healthcare Pvt. Ltd.</b>	A. Payment for domestic goods or goods of foreign origin located within India. a) On Delivery: 100% through confirmed & irrevocable Inland letter of credit, payable as:- Consignee wise LC shall be opened based on site readiness status from respective consignee. Seventy Five percent (75%) payment of the contract price shall be paid against shipment documents and upon the submission of the following documents subject to recovery of LD, if any: i) ..... ii) ..... iii) ..... (iv).... (v) To amended as Country of origin for imported main equipment shall be provided) (vi) Copy of lorry receipt b) On Acceptance: balance 25% against FAC issued by respective consignee.	<b>Accepted. Deleted: CRC Clause from Payment in case of imported goods</b>

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<p><b>GCC- Point No- 21.1 – Payment Terms: B. Pg.No.35 of TED.</b></p>	<p>B) Payment For Imported Goods:  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:  (i) .....  (ii).....  (iii) .....  (iv) ....  (v)....  (vi)....  (vii)..  (viii)..  (ix) Consignee Receipt  Certificate as per Section XVII in original issued by the authorized representative of the consignee .  b) On Acceptance:  Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made against 'Final Acceptance Certificate' ..... through irrevocable, non- transferable Letter of Credit (LC).....</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>B) Payment For Imported Goods:  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:  (i) .....  (ii).....  (iii) .....  (iv) ....  (v)....  (vi)....  (vii)..  (viii)..  (ix) .....  b) On Acceptance:  Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made against 'Final Acceptance Certificate' ..... through irrevocable, non-transferable Letter of Credit (LC).....</p>	<p><b>Accepted.</b>  <b>Deleted: CRC Clause from Payment in case of imported goods</b></p>
<p><b>Complaint attending time-(as per tender)</b></p>	<p>Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>Complaints should be responded properly, minimum within 8 working hrs &amp; attended within 24-48 working hours. (response by the vender in any form like, Telephonic/e-mail/SRS etc.) . The service should be provided directly by Tenderer/Indian Agent/Service partners.</p>	<p><b>No change</b></p>
<p><b>PM visits during Warrant/CAMC Page-33 &amp; 56.</b></p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.  During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e., minimum 2 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.  During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e. 2 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.</p>	<p><b>No change</b></p>

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<p><b>MANUFACTURE R'S AUTHORISATION FORM Pg 67 of 78, TED</b></p>	<p>We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document</p> <p>We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>We also hereby extend our warranty, whereas our Indian affiliates shall be responsible for after sales services including CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document</p> <p>We also hereby clarify that our affiliates would be responsible for the satisfactory execution of contract placed on them.</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly" (Not Applicable)</p>	<p><b>No change</b></p>
<p><b>Contract agreement submission clause , Clause 42 at Pg.24.</b></p>	<p>42. Issue of Contract</p> <p>42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>To be deleted.</p>	<p><b>No change</b></p>
<p><b>Clause 30.2 Resolution of disputes Pg 39.</b></p>	<p>If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>We request for either of the following: Arbitrator should be appointed by mutual consent of the parties. If parties do not agree, arbitrator should be appointed by court.</p> <p>Alternatively Arbitrator should be from either Ministry of Law &amp; Justice (as was done in tenders of 2017) or from an arbitration institute.</p>	<p><b>No change</b></p>
<p><b>Clause 22 ii. Price Bid Point c. Pg. No. 19</b></p>	<p>Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>Along with price bid recent purchase order copies for the same similar model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price along with the Technical bid with masked prices.</p>	<p><b>No change</b></p>

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<p><b>Proforma 'A'</b> <b>Pg. No. 62</b></p>	<p>The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance, PSU, Govt. Organisations, and Reputed Private Organisations for the specific model quoted along with the price bid.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance, PSU, Govt. Organisations, and Reputed Private Organisations for the similar model quoted along with the Technical bid with masked prices.</p>	<p><b>No change</b></p>
<p><b>Section – IX</b> <b>Qualification</b> <b>Criteria</b> <b>Clause 3</b></p>	<p>The Bidder should submit a 'Credit Limit Certificate' of at least ₹ 7,20,00,000 (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a Nationalized Bank. The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than three months at the time of tender opening.</p>	<p><b>Siemens Healthcare Pvt. Ltd.</b></p>	<p>The Bidder should submit a 'Credit Limit Certificate' of at least ₹ 7,20,00,000 (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a Nationalized Bank /Schedule commercial bank. The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than three months at the time of tender opening.</p>	<p>The Bidder should submit a 'Credit Limit Certificate' of at least ₹ 7,20,00,000 (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a <b>"Scheduled Commercial Bank as per list issued by RBI from time to time"</b>. The Credit limit certificate <b>should be valid for 12 months from the date of issuance.</b></p>