

**Amendment No. 3****Sub: Amendment to the referred tender enquiry****Ref.: Tender Enquiry No.: HITES/PCD/AIIMS-IV/63/Radiology/22-23 dated 03-03-2023 read with subsequent amendments**

The following changes are being incorporated in the above referred Tender Enquiry Document.

**SECTION I****NOTICE INVITING e-TENDER (e-NIT)****Existing:**

| Sl. No | Tender ID         | Name of the Item | Qty. | Unit | Tender processing Fee(Incl. of GST@18%) | EMD Amount        |
|--------|-------------------|------------------|------|------|---|-------------------|
| 1      | 2023_HLL_146517_1 | CT 256 Slice     | 20   | Set  | 5900                                    | Rs. 400,00,000.00 |
| 2      | 2023_HLL_146517_2 | MRI 3.0 T        | 8    | Set  | 5900                                    | Rs. 240,00,000.00 |

**Read as:**

| Sl. No | Tender ID         | Name of the Item | Qty. | Unit | Tender processing Fee(Incl. of GST@18%) | EMD Amount in (₹) | Total Estimated cost in (₹) |
|--------|-------------------|------------------|------|------|---|-------------------|-----------------------------|
| 1      | 2023_HLL_146517_1 | CT 256 Slice     | 20   | Set  | 5900                                    | 400,00,000.00     | 20000,00,000.00             |
| 2      | 2023_HLL_146517_2 | MRI 3.0 T        | 8    | Set  | 5900                                    | 240,00,000.00     | 12000,00,000.00             |

Tender timeline:

**Existing:**

| Sl. No. | Description  | Schedule                  |
|---------|--|---------------------------|
| b.      | Closing date & time for submission of online bids  | 28-03-2023, 14:00 hrs IST |
| c.      | Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b> | 29-03-2023, 14:00 hrs IST |
| d.      | Time and date of opening of online bids  | 29-03-2023, 14:30 hrs IST |

Read as:

| Sl. No. | Description  | Schedule                  |
|---------|--|---------------------------|
| b.      | Closing date & time for submission of online bids  | 17-04-2023, 14:00 hrs IST |
| c.      | Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b> | 18-04-2023, 14:00 hrs IST |
| d.      | Time and date of opening of online bids  | 18-04-2023, 14:30 hrs IST |

**Section – IX**  
**Qualification Criteria**

**Existing clause no 7:**

The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at Rs. 164.00 cr {i.e. 80% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."

**Read as clause no 7:**

The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at 80% of the total Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."

**Existing clause no 8:**

The Bidder should submit a 'Credit Limit Certificate' of at least Rs. 225.50 Cr ( i.e. 110% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalised Bank.

**Read as clause no 8:**

The Bidder should submit a 'Credit Limit Certificate' of at least 110% of the Tender total estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalised Bank.

**All other contents of the Tender enquiry including terms & conditions remain unaltered.**

**Note:**

- I. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.**
- II. In reference to the extension of bid opening date, participating bidders, who had submitted or are submitting their Bid security/EMD in the form of Bank Guarantee (BG) or FDR are instructed to extend the validity of their BG/FDR accordingly, i.e. required validity of EMD is to be kept in line with the extended bid opening**

**Reply to the pre-bid query**

| <b>(Clause No &amp; Page No)</b> | <b>Tender Specification</b>  | <b>Queries received from the bidders</b>  | <b>Technical Specification Committee (TSC) Recommendation</b> |
|----------------------------------|--|---|---|
|                                  | <p>The system quoted should be latest state of art top of the line .The system should have 128 or more physical rows of detectors capable of Dual Energy applications. The scanner should be capable of comprehensive whole body imaging including cardiac, abdomen, neuro and vascular imaging applications, true isotropic volume acquisition. It should also be capable of 3-D reconstructions at fast speeds, quantitative calcium scoring in the vessels using all documented quantification algorithms, 3-D image display during acquisition on-line as well as real time, 3-D vessel imaging with feasibility for volume rendering.</p> | <p>Considering the tender requireemnt for Top of the line CT Scanner , we would like to inform you that CT Scan machine having 256 or more Physical Rows of Detector are available in the market. So we requet you to amend the specs as "The system quoted should be latest state of art top of the line .The system should have <b>256 or more</b> physical rows of detectors capable of Dual Energy applications."</p> <p><b>Amendment Request :</b><br/>                     The system quoted should be latest state of art top of the line. The system should have 128 or more physical rows of detectors capable of Dual Energy applications. The scanner should be capable of comprehensive whole-body imaging including cardiac, abdomen, neuro and vascular imaging applications, true isotropic volume acquisition. It should also be capable of 3-D reconstructions at fast speeds, quantitative calcium scoring in the vessels using all documented quantification algorithms, 3-D image display during acquisition on-line as well as real time, 3-D vessel imaging with feasibility for volume rendering by using "Dual Source Dual Detector Technology / Ultra-Fast kVp Switching Technology / Dual Layer Sandwich Detector Technology"</p> | <p>No Change</p>  |

| (Clause No & Page No)     | Tender Specification   | Queries received from the bidders   | Technical Specification Committee (TSC) Recommendation |
|---------------------------|--|---|--|
| Point No 1 (d), Pg No. 45 | <p>Gantry:<br/>The sub millimetre Slice @ 0.63 mm or less in 128 physical rows / 64+64 as sandwich arrangement of detector and should be able to acquire 256 slices per rotation. The system should be in position to perform 256 acquisition Slices per Rotation for general, cardiac/vascular applications. Vendor should specify the Z - axis total detector width.</p> | <p>As explained above we request you to amend the specs as "The sub millimetre Slice @ 0.63 mm or less in <b>256 physical rows / and should be able to acquire 512 slices per rotation. The system should be in position to perform 512 generation/ acquisition</b> Slices per Rotation for general, cardiac/vascular applications. Vendor should specify the Z - axis total detector width. "</p> <p><b>Amendment Request:</b><br/>The sub millimetre Slice @ 0.63 mm or less in 128-rows or more either by Single Detector / Dual Detector or Sandwich Detector Technology which can provide minimum 57mm or more z-axis coverage at 1:1pitch, capable of Acquiring / Generating / Reconstructing 256 Slices or more/rotation in both Axial / Sequential &amp; Spiral / Helical scan mode for all clinical applications</p> | No Change  |
| Point No 1 (f), Pg No. 45 | <p>Gantry:<br/>The Scan field of view (FOV) in acquisition mode should be at least from 250 mm to 500 mm with intermediate Steps for scanning different anatomies.</p>   | <p>Amendment Request:<br/>The Scan field of view (FOV) in acquisition mode should be at least from 250 mm to 500 mm with intermediate Steps for scanning different anatomies in both single as well as in dual energy scan mode.</p>  | No Change  |
| Point No 1 (g), Pg No. 45 | <p><b>Gantry:</b><br/>Aperture should be at least 70 cm diameter or more</p>   | <p><b>Amendment Required :</b><br/>Aperture should be at least 75 cm diameter or more</p> <p><b>Amendment Request:</b><br/>Aperture should be at least 78 cm diameter or more.</p>  | No Change  |

| <b>(Clause No &amp; Page No)</b> | <b>Tender Specification</b>   | <b>Queries received from the bidders</b>   | <b>Technical Specification Committee (TSC) Recommendation</b> |
|----------------------------------|---|--|---|
| Point No 2 (c), Pg No. 45        | <b>X ray Section:</b><br>The mA range available should be between 20 to 740 mA or more with increments in steps of not more than 10mA.  | <b>Amendment Required :</b><br>The mA range available should be between 20 to 1000 mA or more with increments in steps of not more than 10mA.  | No Change   |
| Point No 2 (d), Pg No. 45        | <b>X ray Section:</b><br>The X ray Tube should be essentially Dual Focus. The heat storage capacity should be at least 6.5 MHU or equivalent or more. Specify the method and technique of cooling. Any special feature of the X ray | To be amended as "The X ray Tube should be essentially Dual Focus. The heat storage capacity should be at least <b>7.5 MHU or more, actual capacity and not equivalent.</b> Specify the method and technique of cooling. " | No Change   |
| Point No 3 (b), Pg No. 46        | <b>Detectors:</b><br>The 256 acquisition slice or more per Rotation should be possible. The Systems should have at least 128 Physical Rows of the detector or more.   | To be amended as "The <b>512 generation/ acquisition slice or more per Rotation should be possible. The Systems should have at least 256 Physical Rows</b> of the detector or more."                                       | No Change   |
| Point No 6 (f), Pg No. 46        | Multi Slice CT Fluoroscopy to be quoted as standard. Price should be quoted separately  | NA   | Multi Slice CT Fluoroscopy to be quoted as standard.          |
| Point No 7 (b), Pg No. 46        | <b>Console &amp; Workstation:</b><br>CT console should be of dual monitor design .TheMonitor should be : Medical grade , Colour TFT/LCD, The Twin Monitor system should work on either shared or Common data base.                  | To be amended as "CT console should be of <b>dual/single monitor design. The Monitor should be : Medical grade , Colour TFT/LCD, The Monitor system</b> should work on either shared or Common data base."                 | No Change   |

| (Clause No & Page No)     | Tender Specification  | Queries received from the bidders   | Technical Specification Committee (TSC) Recommendation |
|---------------------------|---|---|--|
| Point No 7 (k), Pg No. 47 | <p><b>Console &amp; Workstation:</b><br/>Workstations &amp; Server: A multimodality client server architecture based solution with minimum concurrent 40000 slices rendering capacity, with 64 to 96 GB RAM with total storage of minimum 20 TB. Client hardware specification- 2no.s Workstation with two licences :dualquad core processor, 16 GB RAM, 1TB hard drive, DVD Writing with medicalgrade monitor of minimum 2 MP resolution &amp; 3 button mouse. The server client solution offered should be OEM. Concurrent licence should offered for all software/application and should process simultaneously on all the offered workstation at the same time point.</p> | To be amended as "Workstations & Server: A multimodality client server architecture based solution with minimum concurrent 40000 slices rendering capacity, with 64 to 96 GB RAM with total storage of <b>minimum 4 TB.</b> "   | No Change  |
| Point No 7 (l), Pg No. 47 | <p><b>Console &amp; Workstation:</b><br/>Whole organ (brain &amp; body) perfusion CT. Scanner should have capability of Whole brain acquisition of Minimum 8 cm of coverage.</p>  | <p>Amendment Required :<br/>Whole organ (brain &amp; body) perfusion CT. Scanner should have capability of Whole brain acquisition of Minimum 14 cm of coverage</p> <p>To be amend as "Whole organ (brain &amp; body) perfusion CT. Scanner should have capability of Whole brain acquisition of <b>Minimum 16 cm of coverage.</b>"</p> | No Change  |
| Point No 7 (i), Pg No. 47 | <p>Dual Energy Applications :<br/>DUAL ENERGY APPLICATIONS to be provided as standard: Mention the technology for dual energy acquisition: rapid kV switching or dual source or simultaneous or other method. Added Para :Dual energy for coronary analysis Minimum 2 nos of concurrent users should be possible. Renal Calculi Characterisation, Gout, Cardiac including myocardial perfusion, Lung perfusion &amp; pulmonary emboli dedection, Vascular plaque characterisation, Virtual NCCT, Direct Neuro CTA, Contrast vs blood differentiation, Monoenergetic imaging, Tissue differentiation (tendon ligament), Endo leak assesment.</p>                               | <p><b>Following are not available for spectral /Dual energy applications and available for routine scans:</b><br/>i) Dual energy for, coronary analysis, Vascular plaque characterisation, Direct Neuro CTA, Tissue differentiation (tendon ligament).</p>  | No Change  |

| (Clause No & Page No)      | Tender Specification  | Queries received from the bidders  | Technical Specification Committee (TSC) Recommendation |
|----------------------------|---|--|--|
| Point No 7 (iv), Pg No. 47 | <p><b>Dual Energy Applications :</b><br/>Dual energy application must be possible on all workstation and all fields of view with minimum FOV 33cm.</p>  | <p>Dual Energy Application is available with console only so we request you to kindly amend the specas as "Dual energy / <b>spectral analysis</b> application must be possible on all workstation and all fields of view with minimum FOV 33cm."</p> <hr/> <p><b>Amendment Request :</b><br/>Dual energy application must be possible on all workstation and all fields of view with minimum FOV 50cm</p>  | No Change  |
| Point No 7 (v), Pg No. 47  | <p><b>Dual Energy Applications :</b><br/>Also Specify if DUAL ENERGY APPLICATIONS like Metal Artifact Correction / Beam Hardening artifact Correction, Brain Haemorrhage are available in the system.</p> | Kindly amend this point as "Also Specify if DUAL ENERGY APPLICATIONS <b>combined with Metal Artifact</b> Correction / Beam Hardening artifact Correction, Brain Haemorrhage are available in the system."  | No Change  |
| Point No 7 (j), Pg No. 48  | <p><b>Console &amp; Workstation: Applications</b></p> <p>1. Dynamic CTA with a coverage of 8 cm or more to cover large areas greater than detector width 2. Dynamic 4D CT should be provided.</p>         | <p>Amendment Required :</p> <p>1. Dynamic CTA with a coverage of 16 cm or more to cover large areas greater than detector width 2. Dynamic 4D CT should be provided.</p> <p>Our Justification:<br/>Long range dynamic CTA will enable dynamic angios of the peripheral vessels, and also large abdominal organ studies</p> <hr/> <p>We request you to kindly amend this point as "1. Dynamic CTA with a coverage of <b>16 cm</b> or more to cover large areas <b>equal to</b> detector width."</p> | No Change  |

| (Clause No & Page No)     | Tender Specification  | Queries received from the bidders   | Technical Specification Committee (TSC) Recommendation   |
|---------------------------|---|---|--|
| Point No 8 (g), Pg No. 48 | Should have model based iterative reconstruction technique (ASiR-V /VEO/ADMIRE/IMR/ AIDR) for X Ray dose reduction. If VEO is not available, vendor should submit an undertaking from OEM.<br><b>Added Para : Latest Deep Learning Algorithm for image reconstruction to be provided, if available with the vendor.</b> | NA  | Should have model based iterative reconstruction technique (ASiR-V /VEO/ADMIRE/IMR/ AIDR) for X Ray dose reduction. If VEO is not available, vendor should submit an undertaking from OEM. |
|                           | <b>Suggested by Bidder :</b>  | Heading : 128 contiguous rows of detector which will generate 256-Slice/3600 gantry rotation CT having State-of -the-art whole body multi slice with dual energy capability in both axial and spiral mode system with "Dual Source Dual Detector Technology/ Ultra-Fast kVp Switching Technology/ Dual Layer Sandwich Detector Technology" for true spectral dual energy data acquisition CT must be quoted. System with temporally sequential acquisition or partial detector coverage for dual energy acquisition (Equipment with Dual Spiral or Sequential Twin Beam Technology) should not be quoted. | No Change  |
|                           | The model should be the latest and launched in or after 2017. The undertaking should be submitted from the manufacturer for the same.   | <b>Amendments Suggested:</b><br>Introduction: Addition<br>The model should be the latest and launched in or after 2016 (Version Upgrades shall be acceptable)   | No Change  |



| <b>(Clause No &amp; Page No)</b> | <b>Tender Specification</b>   | <b>Queries received from the bidders</b>  | <b>Technical Specification Committee (TSC) Recommendation</b> |
|----------------------------------|---|---|---|
| Point No. 3 (a), Pg No. 55       | Activity shielded Gradient System with strength of at least 44 mT/m at slew rate of 200T/m/sec to be achieved simultaneously for the same FOV & preferably low linearity. The rise time should not be more than 225 micro second to reach the maximum gradient strength | <b>Amendments Suggested:</b><br>The gradient should be actively shielded with Gradient Performance of slew rate of at least 200 T/m/s and a peak amplitude of 44mT/m.<br>Added Para: The rise time should not be more than 250 microseconds to reach the maximum gradient strength. | No Change   |
| Point No. 4 (a), Pg No. 55       | <b>RF system:</b><br>A fully digital RF system capable of transmitting power of at least 30 KW or more. Suitable technique should be provided for better B1 homogeneity   | <b>Amendments Suggested:</b><br>A fully digital RF with digital RF with dual RF technology(multidrive/multitransmit/trueshape)  | No Change   |
| Point No. 4 (b), Pg No. 55       | <b>RF system:</b><br>It should also have at least minimum of 32 independent ADC or channel independent hardware RF channels with each having bandwidth of 1MHz or more along with necessary hardware to support Quadrature/CP array coils.                              | <b>Amendments Suggested:</b><br>It should also have at least minimum of 64 independent ADC hardware RF channels with each having bandwidth of 1MHz or more along with necessary hardware to support Quadrature/CP array coils   | No Change   |
| Point No. 5 (a), Pg No. 55       | <b>RF Coils:</b><br>32 channels or more head coil-capable of multi frequency MR spectroscopy (1H).  | <b>Amendments Suggested:</b><br>Head coil (48-channel or more) / 64 Channel Head Neck, for high resolution brain, brachial plexus, nerve imaging, EPI/ DTI applications. Compatible with fMRI projection device quoted with the system.   | No Change   |
| Point No. 5 (e), Pg No. 55       | <b>RF Coils:</b><br>Body phased array coils 32 channels of more (single or in combination) at least 45 cm z-axis coverage for imaging of abdomen, with at least 32 channels acquisition for body parts.   | <b>Amendments Suggested:</b><br>Body Imaging with 46 Channel or more for 45 cm Z-axis Coverage in for imaging of abdomen, with at least 32 channels acquisition for body parts  | No Change   |

| (Clause No & Page No)       | Tender Specification  | Queries received from the bidders  | Technical Specification Committee (TSC) Recommendation |
|-----------------------------|---|--|--|
| Point No. 8 (1) , Pg No. 57 | <p><b>Workstation:</b><br/>One server with 2 node with concurrent licenses to be supplied with the system. Licenses: 2 nos Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the systems simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier. Hardware: Node: The vendor has to supply the hardware in the form of CPU and Medical grade monitor 18" or more of 2MP resolution. Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 20 TB minimum 40,000 concurrent slice processing power and at least 64 GB RAM. The server hardware to be included with 21" or more FT/LCD monitor with dual processor. DICOM 3.0 compatibility and interfacing with other modalities must be possible. The workstation shall have the resolution, software and all functionality of a stand-alone workstation</p> | <p><b>Amendment Required :</b><br/>Server: The server (single/dual configuration) should have image storage capacity of at least 10 TB minimum 40,000 concurrent slice processing power and at least 64 GB RAM.</p>                            | No Change  |
| Page no. 43, Part II (b)    | <p>For Imported goods directly from foreign:<br/>120 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).</p>  | <p>For Imported goods directly from foreign:<br/>120 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).</p> | No change  |

| <b>(Clause No &amp; Page No)</b> | <b>Tender Specification</b>   | <b>Queries received from the bidders</b>  | <b>Technical Specification Committee (TSC) Recommendation</b>             |
|----------------------------------|---|---|---|
| Page no. 34, 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 | 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.  | No change   |
| Page no. 34, Point No. 15.6      | 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.   | 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.  | No change   |
| 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.   | We humbly request to specify the timeline during which the repeat order can be placed. Currently this is open-ended and you would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to accept the repeat order on the same quoted prices. Hence request to kindly specify the timeline during which the repeat order can be placed | As per tender there is no provision of repeat order in the current tender |

| <b>(Clause No &amp; Page No)</b>               | <b>Tender Specification</b>   | <b>Queries received from the bidders</b>   | <b>Technical Specification Committee (TSC) Recommendation</b>   |
|--|---|--|---|
| <p>Bid/Tender Validity<br/>Clause-20,Pg.17</p> | <p>If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.</p> | <p>If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One Hundred Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected</p> | <p>If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (Seven hundred and Thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.</p> |

| (Clause No & Page No)   | Tender Specification   | Queries received from the bidders  | Technical Specification Committee (TSC) Recommendation |
|---|--|--|--|
| <p>Firm Price:<br/>           Clause-15 at Pg.15<br/>           Currency of contract:<br/>           Clause-40,Pg.23<br/>           &lt;only relevant portion produced here&gt;</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.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract, .....other terms &amp; conditions quoted by the tenderer.</p> <p>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>Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed as per clause no. 22.1 (ii)f 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.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract, .....other terms &amp; conditions quoted by the tenderer.</p> <p>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. 22.1 (ii)f under Section – II( GIT).</p> <p>This clause is in contradiction to clause 22.1 (ii)f “ The price quoted shall be valid for 2 (Two) years from the date of techno-commercial opening”</p> <p>Hence requesting you to please delete the clause-15 &amp; Clause -40 from tender and maintain the clause 22.1 (ii)f to avoid any confusion &amp; miss communication at later stage.</p> | <p>No change</p>                                       |

| (Clause No & Page No)  | Tender Specification  | Queries received from the bidders  | Technical Specification Committee (TSC) Recommendation |
|--|---|--|--|
| <p>Part II: Required Delivery Schedule:<br/>Pg.43 of 111, TED.</p> | <p>Part II: Required Delivery Schedule:<br/>For Imported goods directly from foreign:<br/>120 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).<br/>Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods</p> | <p>Part II: Required Delivery Schedule:<br/>For Imported goods directly from foreign:<br/>120 days from the date of opening of L/C or site handover with permanent power, whichever is later. The date of delivery will be the date of Airway bill/Bill of lading issued when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period).<br/>Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.<br/>General Note: Consignee wise LC should be opened based on site readiness status from respective consignee</p> <p>1. Kindly refer clause no. 8.5 of Manual for Procurement of Goods, 2017 which notifies “inputs and other facilities, which the purchase organization will provide to the contractor are also indicated in the tender enquiry document”.</p> <p>2. As prices are CIP port of Destination hence delivery period should be counted with the Airway Bill/Bill of lading date.</p> | <p>No change</p>                                       |

| (Clause No & Page No)  | Tender Specification   | Queries received from the bidders  | Technical Specification Committee (TSC) Recommendation |
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| <p>Price Fall:-<br/>PREPARATION OF e-<br/>TENDERS<br/>Point no 11.1 (A)- XVIII<br/>Page No 12 of TED<br/>Clause-15.10<br/>Pg.34 of TED<br/>Clause-6: Fall clause<br/>Pg.109 of TED</p> | <p>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), 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.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p> | <p>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 &amp; conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier.</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 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.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services of Identical descriptions at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p> | <p>No change</p>                                       |

| <b>(Clause No &amp; Page No)</b> | <b>Tender Specification</b> | <b>Queries received from the bidders</b>   | <b>Technical Specification Committee (TSC) Recommendation</b> |
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|                                  |                             | <p>Price Fall Clause Not limited to a time period and Not limited to identical description of supplies/ services. Since the medical equipment's are offered against the different technical specifications &amp; QR with different assessed needs of purchaser according to usage, the configuration of machine/ equipment are different on case-to-case basis to fit every BBQR &amp; Technical Specifications .Every configuration has its own assertive price.</p> <p>Further, this is an open ended price fall clause which makes liable to the supplier for any sale done either prior to after supplies done under a given tender.</p> |   |



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| <p>GCC- Point No- 21.1 –<br/>Payment Terms: A &amp; B.<br/>Pg.No.35 of TED.</p> | <p>A. Payment for domestic goods or goods of foreign origin located within India.<br/>Payment shall be made in Indian Rupees as specified in the contract in the following manner:<br/>a) On Delivery:<br/>A) Payment for Domestic Goods Or Foreign Origin Located Within India.<br/>Payment shall be made in Indian Rupees as specified in the contract in the following manner:<br/>a) On delivery:<br/>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:<br/>(i) .....<br/>(ii).....<br/>(iii) .....<br/>(iv) ....<br/>(v) Certificate of origin for imported goods<br/>(vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.<br/>(vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.<br/>b) On Acceptance: balance 25% against FAC issued by consignee.</p> | <p>A. Payment for domestic goods or goods of foreign origin located within India.<br/>a) On Delivery:<br/>100% through confirmed &amp; irrevocable Inland letter of credit, payable as:-<br/>Consignee wise LC shall be opened based on site readiness status from respective consignee.<br/>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:<br/>i) .....<br/>ii) .....<br/>iii).....<br/>(iv)....<br/>(v) Certificate of origin for imported goods. (To amended as Country of origin for imported main equipment shall be provided)<br/>(vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee Copy of lorry receipt<br/>(vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.- To be deleted.<br/>b) On Acceptance: balance 25% against FAC issued by respective consignee.</p> | <p>No change</p>                                       |

| <b>(Clause No &amp; Page No)</b>             | <b>Tender Specification</b>   | <b>Queries received from the bidders</b>  | <b>Technical Specification Committee (TSC) Recommendation</b> |
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| Insurance Clause:11 at Pg.31/32              | <p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.</p> <p>b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.</p>  | <p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.</p> <p>b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of Supplier/HLL Infra Tech Services Ltd.</p>   | No change   |
| Complaint attending time- (as per tender)    | <p>Complaints should be attended properly, maximum within 8 hrs.<br/>The service should be provided directly by Tenderer/Indian Agent</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>  | No change   |
| PM visits during Warrant/CAMC. Page-34 & 71. | <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.</p> <p>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>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.</p> <p>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> | No change   |

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| MANUFACTURER'S AUTHORISATION FORM Pg 81 of 111, TED        | <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>We also hereby extend our warranty, whereas our Indian affiliates/agent 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 We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p> <p>To be deleted:</p> | No change  |
| Contract agreement submission clause , Clause 42 at Pg.24. | <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 regist. / speed post</p>  | To be deleted.  | No change  |
| Clause 30.2 Resolution of disputes Pg 40.                  | <p>If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence..... 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>We request for either of the following:<br/>Arbitrator should be appointed by mutual consent of the parties. If parties do not agree, arbitrator should be appointed by court.<br/>Alternatively<br/>Arbitrator should be from either Ministry of Law &amp; Justice (as was done in tenders of 2017) or from an arbitration institute.</p>   | No change  |
|  |   | <p>BOQ Clarification</p> <p>Kindly note that the BOQ for this tender is not uploaded on the e-portal, hence we cannot review at present. However, when the BOQ/ Commercial Compliance will be published and if we have any clarifications, then we shall write for the same Request you extend the tender due date for minimum 3 weeks from date of final amendment /Clarification issued.</p>  | BOQ uploaded on 18.03.2023 on online portal            |