

## Item name-3-Tesla Magnetic Resonance Imaging MRI System

Sr.No	Page No & Point No. of specification	Tender Specification	Representation Received from the bidder	Recommendation by committee
1	Clause-20,Pg.15	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy 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.	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. Justification: Considering the past executed orders where notification of award issuance got delayed due to site readiness and it's high impact to our cost on account of increase in manufacturing & third party procurement costs in late issued NOAs, it is crucial to consider this impact and make amendments as per proposed options.	No Change Considered
2	Uptime & Downtime penalty: Pg.75 & 76.	During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8hrs.	During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be responded properly, maximum within 8 hrs. Justification: Kindly accept the proposed change in downtime penalty clause its in line with amendment no.7,dated 11.03.2023 published in tender HITES/PCD/MCH-AIIMS/11/22-23.	<b>To be amended as :</b> During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

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3	Part II: Required Delivery Schedule: a & b. For goods to be supplied as per List of Requirement: Pg.43 of TED.	<p>Part II: Required Delivery Schedule:</p> <p>a) For Indigenous goods or for imported goods if supplied from India: 90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.</p> <p>b) For Imported goods directly from foreign: 90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period).</p> <p>Installation and Commissioning shall be done at the earliest but not later than 15 days of delivery of goods at site or date of handing over the site for installation, whichever is later.</p>	<p>Part II: Required Delivery Schedule:</p> <p>Supply of main imported equipment along with indigenous goods to be completed within 180 days from the date of Notification of Award or opening of confirmed &amp; irrevocable Letter of Credit for main unit or date of site handover with permanent power/water by consignee , whichever is later. Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.</p> <p>Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the clear site for installation along with permanent power/water by respective consignee, whichever is later. Justification: 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>Kindly accept the proposed change in installation period clause its in line with amendment no.7,dated 11.03.2023 published in tender HITES/PCD/MCH-AIIMS/11/22-23.</p>	<p><b>To be amended as :</b></p> <p>Part II: Required Delivery Schedule: a) For Indigenous goods or for imported goods if supplied from India: 90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.</p> <p>b)For Imported goods directly from foreign: 90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period).</p> <p>Installation and Commissioning shall be done at the earliest but not later than <b>45 (forty Five)</b> days of delivery of goods at site or date of handing over the site for installation, whichever is later.</p>

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4	GCC- Point No-21.1 – Payment Terms  Pg.No.35/36 of TED.	A) Payment for Indigenous Goods (M&E) 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: (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount; (ii) Consignee Receipt Certificate as per Section XVII of Tender document in original b) On Acceptance: balance 25% against FAC issued by end user. Turnkey/Site Preparation : This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.	A) Payment for Indigenous Goods (M&E) 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: (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount; (ii) Consignee Receipt Certificate as per Section XVII of Tender document in original to be modify as "Copy of lorry receipt" b) On Acceptance: balance 25% against FAC issued by end user. Turnkey/Site Preparation: 30% advance against advance bank guarantee of equivalent amount and balance 70% after handing over. Justification:Request to amend the clause to maintain positive cashflow for having smooth execution of project. also as accepted by many esteemed institutes. please refer the guideline of Manual for Procurement of Goods, 2017 which states that payment terms for imported goods "80 - 90 (Eighty to Ninety) price will be paid against the invoice, inspection certificate (where applicable), shipping documents etc. Also refer clause 6.3.1 modes of Payment for domestic Goods under of Manual for Procurement of Goods, 2017 which says "In such of those cases where there has been global tendering, in order to have uniform payment clauses, if domestic suppliers, especially against high value contracts for sophisticated equipment/machinery, desire payment through LC, depending on the merits of the case, this may be agreed to"  For Turnkey/Site preparation/Kindly refer to per GEP 2017 rule 179 (Advance	No Change Considered
5	PM visits during CAMC. Page-90.	The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods	The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods Justification: Proposed Preventive visits are standard for this equipment as per OEM /Factory guidelines, also please refer Warranty & CAMC clause mentioned in Page no 33 under 15.9 as "During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods"	No Change Considered

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6	Price Fall:- Clause-15.12 Pg.33 of TED	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.	Clarification: The Supplier along with its Indian Agent and the CMC Provider shall always accord most favored 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. This undertaking shall be valid 12 months from the date of submission of bid. Justification: Please refer clause 33, Pg.41: Fall clause that has described good of Identical description, asked amendment is in line with clause no.33.  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.	No Change Considered
7	Complaint attending time-(as per tender)	Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent	Complaints should be responded properly, minimum within 8 working hrs. (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. Justification: Kindly refer clause 15.6 of Tender document for requested amendment.	No Change Considered
8	Contract agreement submission clause , Clause 44 at Pg.22.	44. Issue of Contract 44.1 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.	To be deleted.¶ Justification: Kindly delete the clause as Clause 43.2 (Pg.22) clarifies that Notification of Award shall conclude the contract.	No Change Considered  Instruction shall be provided in the NOA

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9	MANUFACTURER'S AUTHORIZATION FORM Pg.85 of 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</p> <p>We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p> <p><b>To be deleted:</b> Justification: Modification to MAF should be allowed to ensure that an affiliate company of the same corporate group participating in the tender on its own should be responsible for full scope of the contract. Principal should be responsible for supply of main equipment and warranty only. Affiliate/Agent in India should be responsible for supply of local accessories and CMC. Present format casts all contract obligations on principal only. Therefore, modification to the MAF by an affiliate company be allowed to stated limited extent. -As price shall be quoted by OEM directly so this clause shall not applicable here.</p>	No Change Considered
10	Helium quenching/Coils non-working as per Technical specification: MRI	<p>Note : any Liquid Helium filling, due to quenching or due to any other causes during the warranty/CAMC period shall be borne by the firm. If a particular coil is not working for more than 5 days during warranty/CAMC period and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5 days for each day that it is not working</p>	<p>Note (During warranty &amp; CAMC): Any Liquid Helium filling, due to quenching or due to any other causes during the warranty /CAMC period shall be borne by the firm excluding Purchaser's fault. If a particular coil is not working for more than 5 days and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5 days for each day that it is not working during warranty/CAMC period excluding Purchaser's fault. Justification: Helium quenching &amp; coil non workings due to fault at Purchaser's end shall not be covered under warranty &amp; CAMC period.</p>	No Change Considered

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11	Clause 30.2 Resolution of disputes Pg 40.	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/-)	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.  Alternatively  Arbitrator should be from either Ministry of Law & Justice (as was done in tenders of 2017) or from an arbitration institute. Justification: As per the Transparency Principle in Procurement Manual, all procuring entities are to ensure transparency, fairness, equality, competition and provide equal opportunities. Present clause is not balanced clause and gives wide discretion to CEO to appoint an ad-hoc arbitrator. There is wide scope for the supplier to challenge the appointment or arbitration award on grounds of the arbitrator being biased. Thus there may be delay in dispute resolution on this ground. As per clarification in section 4.4 of Appendix 2 to Manual for Procurement of Goods, 2017: Legal Aspects of Public Procurement, parties can mutually agree on a procedure for appointing the arbitrator.	No Change Considered