

10.01.2023

Amendment No. 8**Sub: Technical Amendment to the referred tender enquiry****Ref.: HITES/PCD/AIIMS-IV/57/Rad-Onco/ 22-23 dated 27-09-2022 read with amendment no 1, 2, 3, 4, 5, clarification no 1 and 6 dated 25.10.2022, 05.11.2022, 14.11.2022, 01.12.2022, 20.12.2020, 03.01.2023, 21.12.2022 dated 09.01.2023 respectively.**

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

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
1	Page no. 43, Part II	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.	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 commitment of permanent power, whichever is later	Required Delivery Schedule: 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.
7	PG-35	C) Payment of Site Modification Work, if any: Site Modification Work payment will be made to the bidder/ manufacturers 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. This will be paid on proof of final installation, commissioning, and acceptance of equipment by the consignee.	50% payment of Turnkey/Site modification will be paid on submission of joint inspection report from consignee and HITES engineer. 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.	May be accepted as: 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 . 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.

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
14	Price Fall:- PREPARATION OF e-TENDERS Point no 11.1 (A)-XVIII Page No 12 of TED	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). During last 2 years	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). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier. Therefore, please amend accordingly.	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). During last 1 years
4	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 you to please specify the timelines in which repeat will be placed.	The price must be remain for 1 year from the date of 1st NOA release.

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**

Reply to pre-bid query

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1	Page no. 43, Part II	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.	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 commitment of permanent power, whichever is later	Delivery Schedule amended as: 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.
2	Page no. 35, Point No. (b) a. ix	(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	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.	No change
3	Page no. 86, Point No. 22.4	Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.	We humbly request you to please amend to 95% uptime warranty during CMC period with penalty, to extend CMC period by double the downtime period.	No change
4	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 you to please specify the timelines in which repeat will be placed.	No change

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5	Page no. 32, 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
6	PG-32	15.2 The warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms with a regular update of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC. 10) All kinds of painting, civil, HVAC, mechanical and electrical work	Warranty for Turnkey works should be applicable only for the HVAC only. Rest of the Interior works will wear and tear with time and will have the defect liability of one year.	No change
7	PG-35	C) Payment of Site Modification Work , if any: Site Modification Work payment will be made to the bidder/ manufacturers 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. This will be paid on proof of final installation, commissioning, and acceptance of equipment by the consignee.	50% payment of Turnkey/Site modification will be paid on submission of joint inspection report from consignee and HITES engineer. 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.	May be accepted as: 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 . 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.

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8	PG -42	<p><u>Delivery Period</u></p> <p>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>Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of NOA.</p> <p>For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p>	<p>Supply, installation, and commissioning to be completed within 270 days from the date of opening of LC/AERB Approval for Import whichever is later.</p> <p>LC to be opened only in case of HOSPITAL BUNKER is constructed and required staff as per the AERB guidelines is available.</p> <p>Reason: As there are multiple AERB approvals required during installation and commissioning of machine, we request to amend delivery terms as under:</p> <p>AERB Approvals – Timelines for AERB for necessary approvals (From Import Authorization/NOC to Clinical Approval) is around 100 days as per the AERB guidelines. Shipment & Delivery -</p> <p>Machine build and Shipment of machine in 16 weeks- 20 weeks (112 days) from the date of NOC and LC.</p> <p>Installation & Commissioning Mechanical Installation and CAT – 40 days Beam Data and AERB commissioning – 30 Days (By Hospital Team)</p> <p>Overall, it requires around 270 days for the patient clinical from the date of LC/NOC to Machine Clinical, provided there is no radiation leakage from Bunker and all the necessary staff is available at Hospital.</p>	Refer above reply in this regard
9	Page 14 of 129	<p>13.5.3 Customs Duty:</p> <p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence</p>	<p>The Purchaser will custom clear the goods and pay Customs duty wherever applicable. Supplier will arrange for the local freight, delivery and unloading at site.</p> <p>With the CIP inco-term</p>	No change

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			supplier's responsibility is upto delivery at port/airport of destination, Clearance and duty should be directly paid by the Buyer.	
10	Page 27 of 129	<p>5. Performance Security</p> <p>5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.</p>	<p>Please amend as under:</p> <p>5.1 Within twenty one (21) days from date of the issue of notification of award / date of site handover by consignee /AERB NOC for Procurement whichever is later by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.</p> <p>Please remove requirement for submission of advance Performance BG wherever sites are not ready for handover to Supplier. AERB procurement NOCs not available for import of equipment.</p>	No change
11	Page 30 of 129	<p>11. Insurance:</p> <p>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,</p> <p>such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p>	<p>11. Insurance:</p> <p>If the equipment is not commissioned and handed over to the consignee patient treatment not started within 3 months, the insurance will have to be extended by the supplier at their cost till the start of First patient treatment successful installation, testing, commissioning, and handing over of the goods to the consignee. In case the delay in the installation, and commissioning and start of First patient treatment 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>There are instances where consignee's have already started patient treatment but not</p>	No change

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			issuing Final Acceptance Documents, due to various reasons. Therefore, insurance cannot be extended for indefinite period, Supplier will provide maximum insurance coverage upto start of First patient treatment whether FAC is signed or not by the consignee.	
12	Page 35 of 129	<p>B) Payment For Imported Goods:</p> <p>a) On Shipment:</p> <p>75% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped</p> <p>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> <p>(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;</p> <p>(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p>	<p>Please amend to:</p> <p>(iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 24 hours; 21 days</p> <p>Please remove this for 75% claims</p> <p>(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>Since third party inspection certificate is already getting presented confirming to shipment as per the terms of contract, please remove this requirement for submission of CRC. Further with this clause no foreign bank is ready to add their confirmation to letter of credit.</p>	No change
13	Additional Clause	In addition to above amendments please also add Limitation of Liability Clause”	<p>Limitation of Liability Clause</p> <p>Elekta’s total liability will be limited to Purchase Order Value</p>	No change

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			Liability capping is must requirement	
14	Price Fall:- PREPARATI ON OF e- TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED	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). During last 2 years	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). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier. Therefore, please amend accordingly.	Amended as: 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). During last 1 years
15	Clause 15.10 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.	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.	No change
16	Bid/Tender Validity Clause-20, Pg.17	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 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.	We hereby affirm that the bid validity of the accepted bid shall be for a period 180 days from date of first NOA award i.e., all orders against this tender will be issued by HITES within 180 days from the date of first NOA award along with site readiness confirmation. 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
17	Page 15 Firm Price & Page 40 on page 23	Firm Price & Variation of Quantities at the Time of Award/ Currency of Contract	1. We would urge the currency of the contract to be fixed to 1 year/365 days post 6 months/180 days of bid validity & therefore it cannot be left open ended considering the volatile currency fluctuations and the inflationary aspects of the global economy. 2. Both the clauses refer to "currency of the contract". Clause 15 does not permit price variation while clause 40 allows quantity	No change

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			<p>variation without price variation at the discretion of HITES. While the contract is formed on issuance of Letter of Award (LOA) normally issued within bid validity period, Purchase Orders (POs) are issued under the LOA subsequently in a staggered manners based on site availability etc.</p> <p>3. There is no timeframe within which all POs under the tender/NOA will be issued.</p> <p>4. Knowing above factors pointed, we would also urge HITES to note the fact that we would prefer 1 common order for all the 12/13 units of linacs and not in a staggered form as is done on a need basis.</p>	
18	Page 37	23. Liquidated damages	<p>LD Calculation shall be calculated from the date of the clean LC. Extension of Time</p> <p>1.1 Subject to the terms of this Agreement, Varian Medical Systems (VMS) shall be entitled to an extension of the time for completion of supply of Product (without the Customer making any claims for damages) to the extent that the supply of the Product is delayed by:</p> <p>1.1.1 Customer not making timely payment in accordance with the payment terms contained herein;</p> <p>1.1.2 A variation in the terms of the Agreement due to a Change in Law;</p> <p>1.1.3 Any delay, impediment or prevention caused by or attributable to the Customer, the Customer's representative/ consultants, or such other persons appointed by the Customer at the Installation Site; and</p> <p>1.1.4 Delays attributable to an event of Force Majeure, or any other reasons not attributable to any negligence or fault of VMS International or VMS India.</p>	No change
19	Page 35	B) Payment For Imported Goods:	<p>We would need a 100% irrevocable confirmed Letter of Credit at sight, payable as follows:</p> <p>90% on Bill of Lading & balance 10% against acceptance and commissioning or, 180/120 days from the shipment/Bill of</p>	No change

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20	Page 35	B) Payment For Imported Goods:	<p>Lading, whichever is earlier, against an equivalent PBG.</p> <p>We suggest the following changes in the documents required against the Payment For Imported Goods: Payment for foreign currency portion shall be made in the currency as specified in the contract in through irrevocable, non-transferable confirmed Letter of Credit (LC) opened in favour of the supplier in a bank at his choice and upon submission of documents specified hereunder:</p> <p>a) On Shipment: 75% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid upon submission of documents specified hereunder:</p> <p>(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Full Set of Original negotiable and 4 non-negotiable copies of clean, on-board Bill of Lading/ 1 Original and 4 copies of Airway bill, marked freight pre paid (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance Certificate as per GCC Clause 11 (v) Supplier's Certificate also to be submitted for payment of LC, confirming that dispatch documents has already been sent to all concerned as per the contract immediately after shipment; (v) Manufacturer's/Supplier's warranty certificate; (vi) Manufacturer's/Supplier's own factory inspection report and (vii) Certificate of origin by the chamber of commerce of the exporting country;</p> <p>(viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.</p> <p>b) On Acceptance: Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made upon presentation of: 1 Copy of 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignee</p>	No change

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21	Page 36	<p>Taxes and Duties :</p> <p>21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.</p>	<p>All the applicable taxes and duties shall be borne by the institute on actuals at the time of import. Varian will intimate the First party around the shipment & ask for the documentation for clearing & duty payments.</p> <p>Please note that Varian would neither be able to pay customs on behalf of the institute nor, would be able to claim reimbursement of the same. Duty shall be directly paid by the institute to the Government. We neither have any locus standi to pay customs duty on behalf of HLL nor have the wherewithal to pay and claim the same as re imbusement. Therefore, we urge to change/amend the same accordingly.</p>	No change
22	Page 42	<p>Part II: Required Schedule: For Indigenous 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>Considering the global logistical challenges and raw material short supplies being faced as well as an additional 3rd party inspection required before the delivery of these equipments, we would urge the delivery timelines to be revised and changed to atleast 300 days from the date of opening of clean & confirmed LC. Before this, it would not be possible for us to supply and install the equipment's at site.</p> <p>The same clause is also requested to amend as part of our turnkey amendments in the pages below.</p>	Refer above reply in this regard
23	Page 55, Penalty Clause	<p>Penalty at the rate of Rs.50,000 per day for short falling of 95% uptime guarantee. If the machine lies nonfunctional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met withfor the given calendar year.</p>	<p>Liability under this clause is unlimited. Clause 7.6.6 of the Manual for procurement states as following:</p> <p>The terms should not involve an uncertain or indefinite liability, except in the case of a cost-plus contract or where there is PVC in the contract.</p> <p>Therefore, we urge the clause to be amended and read as:</p> <p>Clause 4 - Penalty in form of extension of warranty by double the downtime shall be levied for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed if it results in uptime of less than 95% for the given calendar year.</p> <p>Clause 5 (Uptime Guarantee)- During warranty and the CMC period, the uptime of the system shall be at least 95% of the 365</p>	No change

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			<p>days in a year. If downtime exceeds 5%, there shall be a penalty of Rs.10,000/ per day of such additional downtime, which shall be deemed to be a genuine pre-estimate of the losses and damages suffered by Purchaser.</p> <p>This penalty will also be applicable during the CMC period beyond warranty period. Aggregate penalty will be limited to 10% of the contract value of the equipment under repair during warranty period and during CMC period 10% of the annual contract value.</p> <p>In the event downtime of any equipment exceeds the permissible downtime (i.e. for uptime 95%):</p> <p>a) If the permissible downtime is exceeded within any 12 month CMC period, then the CMC shall be extended by an amount that shall be equal to double the number of days by which the permissible downtime was exceeded. During this extension period, the Supplier will provide all the services and other obligations that are covered by the contract, at no charge to the customer. Commencement of CMC for the subsequent period shall be considered after the completion of the extended period.</p> <p>AND</p> <p>b) The Supplier shall be liable to pay, penalty/ liquidated damages of Rs. 10,000 per day of such additional downtime, which shall be deemed to be a genuine pre-estimate of the losses and damages suffered by Purchaser.</p> <p>This penalty will also applicable during the CMC period beyond warranty period. Aggregate penalty will be limited to 10% of the contract value of the equipment under repair during warranty period and during CMC period 10% of the annual contract value.</p>	
24	Page 127, Fall clause	Clause.6. Fall Clause	<p>Request you kindly provide the confirmation on the below points: Fall back clause should only be applicable for the identical supplies done within the territory of India for a period of 1 year/365 days from the date of award of PO/NOA. Therefore, please help amend accordingly.</p>	Refer above reply in this regard

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25	Page 129	21.2 The supplier shall not claim any interest on payments under the contract.	We request you to kindly amend this clause, as the supplier should reserve the rights to charge interest on the overdue invoices.	No change
26	Page 46	i) Conventional dose rate mode: The variable dose rate range from 100 to 600 MU/min shall be available.	Kindly amend as below: i) Conventional dose rate mode: The variable dose rate range from 100 to 600 MU/min or more shall be available.	No change
27	Page 32; 15.2	warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms	Warranty should start from the AERB Treatment license/permission or 45 days from signed Acceptance letter which ever occur earlier.	No change
28	Page 35, 21.1 (B)	Turnkey payment will be made to the bidder/manufacturer's agent 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. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.	We request payment terms for Turnkey scope as follows: Option 1 · 40% advance along with PO. · Balance 60% to be paid on actual measurement sheet certification against RA bills. Option 2 · 80% advance along with PO against BG. · 20% on machine installation.	No change
29	Page 42; Part II	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.	We would request a minimum time period of 300 days from the date of LC opening and handover of complete shell as per AERB SLA as well as the 3rd party inspection required as mentioned in the payment terms which is a time consuming process of assimilation & dispatch. Varian would support Hospital/RSO for commissioning work and AERB approval for this task should not be considered under given timeline.	No change
30	MANUFACTURER'S AUTHORIZATION FORM Pg.104 of TED	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	Penalty in form of extension of warranty/CAMC period shall be levied in accordance with clauses 1(b) & 4(e) of THE GENERAL TECHNICAL SPECIFICATION at the rate of Rs.50,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar	No change

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		We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent	year. Alternatively Following additional provision be included	
31	General Requirements of Equipment Safety and Standards. XVI. General Terms & Conditions – Penalty clause (Pg.56) & General Requirements of Equipment Safety and Standards.	Penalty at the rate of Rs.50,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar year.	Penalty in form of extension of warranty/CAMC period shall be levied in accordance with clauses 1(b) & 4(e) of THE GENERAL TECHNICAL SPECIFICATION at the rate of Rs.50,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar year. Alternatively Following additional provision be included	No change
32	XVI. General Terms & Conditions – Uptime Guarantee (Pg.56)		Aggregate liability of the supplier under the contract will be 10% of equipment cost during warranty period and during post warranty period it will be restricted to 10% of the annual maintenance contract value.	No change
33	Bid/Tender Validity Clause- 20, Pg.17	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 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.	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.	No change

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
			<p>Also the Price validity of the accepted bid shall be for a period 180 days from date of first NOA award i.e., all orders against this tender will be issued by HITES within 180 days from the date of first NOA award along with site readiness confirmation.</p> <p>For NOAs issued beyond above validity period, an annual price increase of 2.5% for imported equipment and 5% for local scope will be given on the first NOA basis. Rest terms and conditions remain same.</p>	
34	<p>Part II: Required Delivery Schedule:</p> <p>Pg.42 of 129, TED.</p>	<p>Part II: Required Delivery Schedule: 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 60 days from date of site readiness/ AERB approval for import, whichever is later</p>	<p>Part II: Required Delivery Schedule: For Indigenous 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/ or AERB Site approval for import, whichever is later.</p> <p>General Note: Consignee wise LC should be opened based on site readiness status from respective consignee</p>	Refer above reply in this regard
35	<p>GCC- Point No- 21.1 – Payment Terms: A & B.</p> <p>Pg.No.34/35 of TED.</p>	<p>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).....</p>	<p>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)</p>	No change
36		<p>iii) (iv)</p> <p>(v) Certificate of origin for imported goods (vi) Consignee Receipt Certificate as per Section XVII</p>	<p>iii)..... (iv) (v) Certificate of origin for imported goods. (To amended as</p>	No change

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
		<p>in original issued by the authorized representative of the consignee.</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</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: (i) (ii) ... (iii) (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) (vi) (vii) (viii) (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p>	<p>Country of origin for imported main equipment shall be provided) (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee to be modify as Copy of lorry receipt</p> <p>b) On Acceptance: balance 25% against FAC issued by respective consignee.</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 confirmed Letter of Credit (consignee wise LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder: (i) (ii)..... (iii)..... (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)..... (vi) (vii) (viii)..... (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p>	

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
37		Turnkey/Site Modification work: This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.	Turnkey/Site Preparation : 30% advance against advance bank guarantee of equivalent amount and balance 70% after handing over.	Refer above reply in this regard
38	CAMC Payment terms:- Pg.35 ,89, 104 of TED	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 valid till 2 months after expiry of CMC period.	The payment of CMC will be made on six monthly advance basis at the beginning of said period, 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 valid till 2 months after expiry of CMC period.	No change
39	PM visits during Warrant/CAM C. Page-33 & 89.	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	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	No change
40	Price Fall:- PREPARATI ON OF e- TENDERS Point no 11.1 (A)- XVIII Page No 12	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), during last 2 years. The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client	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). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is	Delivery Schedule amendede as: 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.

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
	of TED Clause-15.10 Pg.33 of TED	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.	earlier. 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.	
41	MANUFACTURER'S AUTHORIZATION FORM Pg 99 of 129, TED	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 We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent	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.	No change
42	Contract agreement submission clause , Clause 42 at Pg.24.	42. Issue of Contract 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.	To be deleted.	No change
43	Variation of Quantities at the Time of Award/ Currency of Contract Clause:40, Pg. 23.	40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & 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	We request clarification on Currency of Contract "Please refer our same letter submitted for clarification on term "Currency of Contract" under clauses 15 & 40 of General Instructions to Tenderers (GIT) of Tender Enquiry No.: HITES/PCD/AIIMS- IV/55/Radiology/22-23 dated 30-06-2022"	The price and other terms and condition must be remain valid for 1 year from the date of 1st NOA release.

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
		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.		
44		Firm Price: 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		No change
45	Price Fall:- PREPARATION OF e-TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED Clause.6. Fall Clause Pg.127.	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 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	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). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems or item of identical description OR providing similar/identical 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	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). During last 1 years

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
		has already been concluded.	lower price in 12 months from the date of submission of bid, 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,	
46	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.	if the contract has already been concluded 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.	No change
47	GCC- Point No- 21.1 – Payment Terms: A & B. Pg.No.34/35 of TED.	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.	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) Certificate of origin for imported goods. (To amended as Country of origin for imported main equipment shall be provided) (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee to be modify as Copy of lorry receipt b) On Acceptance: balance 25% against FAC issued by respective consignee. B. Payment For Imported Goods: Payment for foreign currency portion shall be made in the currency as	Delivery Schedule amended as: 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.

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
			<p>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 confirmed Letter of Credit (consignee wise LC) opened in favour of the supplier in a bank</p>	
48	Part II: Required Delivery Schedule: Pg.42 of 129, TED.	<p>Part II: Required Delivery Schedule: 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 60 days from date of site readiness/ AERB approval for import, whichever is later</p>	<p>Part II: Required Delivery Schedule: For Indigenous 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/ or AERB Site approval for import, whichever is later.</p> <p>General Note: Consignee wise LC should be opened based on site readiness status from respective consignee</p>	No change
49	GCC- Point No- 21.1 – Payment Terms: A & B. Pg.No.34/35 of TED.	<p>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</p>	<p>A. Payment for domestic goods or goods of foreign origin located within India.</p> <p>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) Certificate of origin for imported goods. (To amended as Country of origin for imported main equipment shall be provided) (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee to be modify as Copy of lorry receipt</p>	No change

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
		(vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.	<p>b) On Acceptance: balance 25% against FAC issued by respective consignee.</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 confirmed Letter of Credit (consignee wise LC) opened in favour of the supplier in a bank</p>	
50		<p>submission of documents specified hereunder: (i) (ii) ... (iii) (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) (vi) (vii) (viii)</p> <p>(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p> <p>Turnkey/Site Modification work: This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.</p>	<p>in his country and upon submission of documents specified hereunder:</p> <p>(i) (ii)..... (iii)..... (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)..... (vi) (vii) (viii)..... (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p> <p>Turnkey/Site Preparation : 30% advance against advance bank guarantee of equivalent amount and balance 70% after handing over.</p>	No change

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
51	Downtime penalty Pg. 86 of 129. Clause 22.4	Penalty clause: Penalty at the rate of Rs. 10,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.	Clarification: Kindly delete this	No change
52	CAMC Payment terms- Pg.35 ,89, 104 of TED	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 valid till 2 months after expiry of CMC period.	The payment of CMC will be made on six monthly advance basis at the begining of said period, 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 valid till 2 months after expiry of entire CMC period.	No change
53	PM visits during Warrant/CAM C. Page-33 & 89.	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	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	No change
54	MANUFACTURER'S AUTHORIZATION FORM Pg 99 of 129, TED	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 We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the	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.	No change

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	Reply
		authorized agent		
55	Contract agreement submission clause , Clause 42 at Pg.24.	42. Issue of Contract 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.	To be deleted.	No change
56	Page no. 43, Part II	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.	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 commitment of permanent power, whichever is later	No change
57	Page no. 35, Point No. (b) a. ix	(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	e 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.	No change
58	Page no. 86, Point No. 22.4	Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.	We jumbly request you to please amend to 95% uptime warranty during CMC period with penalty, to extend CMC period by double the downtime period.	No change
59	Page no. 32, 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