

**Amendment No. 2****Sub: Amendment to the referred tender enquiry****Ref.: Tender Enquiry No.: HITES/PCD/AIIMS-IV/64/Radiology/22-23 dated 09-03-2023 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)****Tender Timeline:****Existing**

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	<b>30-03-2023, 14:00 hrs IST</b>
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	<b>31-03-2023, 14:00 hrs IST</b>
d.	Time and date of opening of online bids	<b>31-03-2023, 14:30 hrs IST</b>

**Read as:**

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	<b>20-04-2023, 14:00 hrs IST</b>
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	<b>21-04-2023, 14:00 hrs IST</b>
d.	Time and date of opening of online bids	<b>21-04-2023, 14:30 hrs IST</b>

**SECTION – VII  
TECHNICAL SPECIFICATIONS**

Item Name: CT 128 Slice (2023_HLL_148353_1)		
(Clause No & Page No)	Tender Specification	Amended as
Point No. 6 (6.1), Pg No 46	Number of acquired / generated slices per rotation in all modes : Minimum 128 slices in all modes	Number of acquired / generated slices per rotation in all modes : Minimum 128 slices in all modes <b>with minimum 64 physical raws of detectors.</b>
Point No. 9 (9.6), Pg No 46	9. OPERATOR CONSOLE WITH TABLE: Following Applications on all 2 concurrent users: a. Stroke Analysis & Quantification b. Complete Liver Volumetry & Segmentation.	<b>Deleted</b>

Point No. 10.1, Pg No. 47	<b>IMAGE POST PROCESSING:</b> Architecture: A Client Server Architecture based solution (Intellispace portal/ AW Server/Syngo Via etc) Added Para : Server Hardware details: Intel Gold CPU 8-core, 64 to 96 GB RAM, 3TB storage with separate disks for system SW, Win Server 2019 edition /Linux & NVIDIA 5 to 8 GB GPU Mandatory hardware replacement of the server, client PCs and medical grade monitors to the latest available and compatible version, after 5 years from installation.	<b>IMAGE POST PROCESSING:</b> Architecture: A Client Server Architecture based solution (Intellispace portal/ AW Server/Syngo Via etc) Added Para : Server Hardware details: Intel Gold CPU 8-core, 64 to 96 GB RAM, <b>10TB</b> storage with separate disks for system SW, Win Server 2019 edition /Linux & NVIDIA 5 to 8 GB GPU Mandatory hardware replacement of the server, client PCs and medical grade monitors to the latest available and compatible version, after 5 years from installation.
Pg No. 47	Quote price of each item separately	<b>Deleted</b>
Pg No. 47	CT Fluoroscopy Guided Biopsy with near real time needle visualization with Monitor of 18" or more, Cart for carrying monitor and Foot switch. <b>Please quote the price separately</b>	CT Fluoroscopy Guided Biopsy with near real time needle visualization with Monitor of 18" or more, Cart for carrying monitor and Foot switch.
Page No.47	NA	<b>Added Para under para 10.4</b> "Advanced application as mentioned below (2 numbers of concurrent license)": <b>10.4.7 : Stroke Analysis &amp; Quantification</b>
Page No.47	NA	<b>Added Para under para 10.4</b> "Advanced application as mentioned below (2 numbers of concurrent license)": <b>10.4.8 : Complete Liver Volumetry &amp; Segmentation</b>
<b>Item Name: Biplane DSA (2023_HLL_148353_2)</b>		
<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Amended as</b>
<b>Point No. H (22) , Pg No. 57</b>	<b>Essential accessories:</b> Anesthesia Workstation (1 No) : With atleast 8 inch screen and integrated electronic ventilator, 2 vaporiser, inbuilt suction and circle absorber.	Essential accessories: Anesthesia Workstation (1 No) : With <b>atleast 7.5 inch</b> screen and integrated electronic ventilator, 2 vaporiser, inbuilt suction and circle absorber.
<b>Point No. 3 , Pg No. 58</b>	The Site Modification Work - Biplane D.S.A : The cost of Site Modification Work for the area of 1500sq.ft and Air-conditioning of Tonnage 25 TR (including standby unit) will be considered for Ranking / Evaluation purpose	The Site Modification Work - Biplane D.S.A : The cost of Site Modification Work for the area of 1500sq.ft and Air-conditioning of <b>Tonnage 20TR (including standby unit)</b> will be considered for Ranking / Evaluation purpose
<b>Item Name: MRI 1.5 T (2023_HLL_148353_3)</b>		
<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Amended as</b>
Point No. 12 (2), Pg No. 68	<b>Additional Points:</b> Multi-slice Simultaneous Sequence to provide Better image quality in EPI and TSE sequence.	Additional Points: Multi-slice Simultaneous Sequence to provide Better image quality in EPI.

Page 71 (SITE MODIFICATION WORK- 1.5 T MRI)	The cost of Site Modification Work for the area of 1500sq.ft and Air-conditioning of Tonnage 25 TR (including standby unit/s) will be considered for Ranking / Evaluation purpose	The cost of Site Modification Work for the area of 1500sq.ft and Air-conditioning of Tonnage 25 TR (including standby unit/s) will be considered for Ranking / Evaluation purpose <b>Added Para : MRI magnet room should be minimum 36-40 sq. mt size.</b>
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**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.**
- III. Technical Compliance Sheet 'Ver 1.0' and Price bid Sheet 'Ver 1.0' in excel form against referred tender are being uploaded under 'Corrigendum' on CPPP. The same need to be downloaded for submission.**

**Reply to the pre-bid query**

<b>S.no.</b>	<b>Para no. of the TED</b>	<b>As per the tender enquiry document</b>	<b>Representation</b>	<b>Committee Reply</b>
1	Page no. 43, Part II(b)	For Imported goods directly from foreign:  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).	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

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
3	Page no. 34, Point No. 15.4	<p>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</p>	<p>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.</p>	No change
4	Page no. 34, Point No. 15.6	<p>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.</p>	<p>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.</p>	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
5	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 place the repeat order within the bid validity for better estimations or 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.	No change
Bid/Tender Validity Clause-20.1, Pg.17	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.	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	Kindly correct this as published in previous quoted tenders also. Due to volatile market & huge forex variation in market it is difficult to accept such long bid validity period.	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
<p>Firm Price: Clause-15 at Pg.15 Currency of contract: Clause-40,Pg.23 &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, .....o ther terms &amp; conditions quoted by the tenderer. 40.2 If the quantity has not been increased</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</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” 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>

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
	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.	services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the price validity period as per clause reference no. 22.1 (ii)f under Section – II( GIT).		
Part II: Required Delivery Schedule: Pg.43 of 118, TED.	Part II: Required Delivery Schedule: For Imported goods directly from foreign: 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). Delivery of indigenous goods contracted along with the direct	Part II: Required Delivery Schedule: For Imported goods directly from foreign: 120 days from the date of opening of L/C or regulatory approval 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). Delivery of indigenous goods	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”. 2. As prices are CIP port of Destination hence delivery period should be counted with the Airway Bill/Bill of lading date.	No change



S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
	imported items shall be within the scheduled delivery period for imported goods	contracted along with the direct imported items shall be within the scheduled delivery period for imported goods. General Note: Consignee wise LC should be opened based on site readiness status from respective consignee		
Price Fall:- PREPARATION OF e-TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED Clause-15.10 Pg.34 of TED Clause-6: Fall clause Pg.116 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), 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 BIDDER undertakes that it	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 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	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 & 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 & Technical Specifications .Every configuration has its own assertive price. 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

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
	<p>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 BIDDERS 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 BIDDERS to HITES, if the contract has already been concluded.</p>	<p>equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee. The BIDDERS undertake 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 BIDDERS 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 BIDDERS to HITES, if the contract has already been concluded.</p>		

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
GCC- Point No-21.1 – Payment Terms: A & B. Pg.No.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. a) On Delivery: 100% through confirmed &amp; 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 Copy of lorry receipt (vii) Proof of GST Payment for purpose of reimbursement of tax charged on</p>	<p>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” -Country of Origin certificate shall</p>	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
	<p>(vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.</p> <p>(vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p>	<p>Invoice.- To be deleted.</p> <p>b) On Acceptance: balance 25% against FAC issued by respective consignee.</p>	<p>be provided for imported main equipment</p> <p>- We will submit GST billed invoice at the time of Delivery/claim submission as GST return takes time as per due date hence can't be submit at the time of bill submission for payment release.</p>	
<p>Insurance Clause:11 at Pg.31/32</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 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>	<p>Kindly note as supplier is response to handover fully function unit to end consignee hence Insurance policy/certificate (for storage/transit) shall be issued in jointly name Supplier and HLL Infra Tech Services Ltd to avoid any delay in insurance claim filing in case of any loss happens &amp; to meet installation timelines on time. Please amend like mentioned in 11(a).</p>	<p>No change</p>

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
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 & 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	Request for amendment as per various options available to respond the call.	No change
PM visits during Warrant/CAMC. Page-34 & 78/93.	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	Proposed Preventive visits are standard for this equipment as per OEM /Factory guidelines, also refer the Gem tender document terms which also specified half yearly preventive maintenance visits. Moreover Siemens new generation healthcare equipment New technology in Hardware and Software helps in reduction of actual onsite maintenance due to: Lower wear & tear of components, Smart Remote Services & Optimization of examination parameters etc..	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
<p>MANUFACTURER'S AUTHORISATION FORM Pg 88 of 111, TED</p>	<p>We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent 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. To be deleted:</p>	<p>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>	<p>No change</p>

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
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.	Kindly delete the clause as Clause 41.2 (Pg.24) clarifies that Notification of Award shall conclude the contract.	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
<p>Clause 30.2 Resolution of disputes Pg 40.</p>	<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: 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 &amp; Justice (as was done in tenders of 2017) or from an arbitration institute.</p>	<p>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</p>	<p>No change</p>



S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
Section – IX Qualification Criteria Clause 8	The Bidder should submit a 'Credit Limit Certificate' of at least 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.	The Bidder should submit a 'Credit Limit/Solvency Certificate' of at least 110% of the Tender estimated value i.e..xxxxx (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalized Bank/ Schedule commercial bank	Kindly allow to submit solvency certificate from Schedule commercial bank as well and also provide the value of the Solvency certificate	The Bidder should submit a 'Credit Limit Certificate' of at least 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/Scheduled Bank.

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
1	(Page 17) 20. Tender Validity: 20.1	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.	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 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  <b>Reason:</b> - Increase in manufacturing I. components cost, currency fluctuation, change in govt policies, it is difficult to provide longer validity period	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
2	(Page 43) Delivery Schedule: SECTION - VI Part II: Required Delivery Schedule: b. For Imported goods directly from foreign	"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). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods."	240 days from the date of opening of L/C. The date of delivery will be the date of Shipment. (Tenderers may quote the earliest delivery period). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.  <b>Reason:</b> - The global shortage of semi conduction which affects the supply chain resulting to increase of lead time of manufacturing  The transit period is beyond the control of supplier and hence place of delivery should be the date of shipment at origin port.	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
3	(Page 33) GCC Clause 15.2 and (Page 44) Warranty Period:	Under GCC Clause 15.2 warranty mentioned as "warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms" Part V: Warranty "Warranty period as per details in general technical specification and as specified in Part I above, Warranty period will be 60 months from the date of installation, commissioning and acceptance, Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above"	60 months from the date of installation, commissioning and acceptance or 66 months from the date of delivery at consignee's site whichever is earlier."  <b>Reason:</b> - As per our experience there is always a huge delays are expected from consignee end to arrange power supply, technician etc., which results is delay in completion of the project, which is beyond the control of supplier	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
4	(Page 3) EMD Amount of CT 128 Slice	EMD Amount Rs.1,32,00,000/-	EMD Amount Rs.48,00,000/-  <b>Reason:</b> - We think this may be a typographical error because in previous tender the quantity CT 128 Slice was 11 Nos. and EMD was Rs.1,32,00,000/- but this time quantity of CT 128 slice is 4 Nos. but EMD remain same as Rs.1,32,00,000/- So, this EMD should be Rs.48,00,000/- as per Quantity of 4 nos. of CT 128 slice.	This Amendment has already been issued

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
5	(Page 17) Clause 19.5 Validity period of EMD	The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender, As validity period of Tender as per Clause 20 of GIT is 730 days, the EMD shall be valid for 775 days from Techno - Commercial Tender opening date.	The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno - Commercial Tender opening date.  <b>Reason:</b> - Please refer above mentioned point no. 2, as the tender validity period changed to 120 days then EMD validity should be reduced to 120 days + 45 days i.e., 165 days.	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
6	(Page 23) 40. Variation of Quantities at the Time of Award! Currency of Contract	<p>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 &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>We request you to kindly amend the same as: If any NOA issued under tolerance clause / Variation of Quantities, purchaser shall ensure that it should be issued within the validity of the tender period and also ensured that readiness of the site within 90 days of issuance of NOA in case of delay beyond the set time line, the supplier shall reserve the right either to terminate such NOA or to execute it subject to the conditions prevailing at that time like variation in prices, change in model etc</p>	No change

S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
7	(Page 31) GCC clause no.11. & (Page 44) SCC clause part VI. B)regarding insurance	GCC clause no.11 & SCC clause part VI b) regarding insurance:	if there is any requirement to extend the storage insurance further then same should be arrange by the purchaser I consignee. Also, purchaser I consignee has to arrange proper storage space before arrival of Goods at each site	No change
8.1	Site Readiness: Purchaser and consignee shall be responsible for timely arrangement of Site, power supply. statutory approvals like from AERB, PNDT, CDSCOetc., which are beyond the purview of supplier and in case of any delay on this matter resulting delay in completion of supply or installation, supplier should not be penalized. Suitable clause should be included in the terms & conditions of tender. Also incorporate some clause for the FAC to be issued by the consignee immediately, if consignee site not ready in time due to various reasons.			No change



S.no.	Para no. of the TED	As per the tender enquiry document	Representation	Committee Reply
8.2	Payment:- a, 75%of payment upon submission of CRC b. In case of un reasonable delay from consignee side to issue CRC for more than 15 days of delivery, 75% of payment shall be released based on the Proof of delivery t.e. Lorry receipt and undertaking from supplier that CRCwill be produced upon receipt of it from consignee c. 25% of Balance payment shall be released upon submission of FAC. d. In case delay / absence of FACdue to any reason which is not relating / attributable to supplier for more than 30 days from handing over, 25% balance payment shall be made to supplier based on the Installation certificate e. In case of delay in commencement of installation at site for more than 30 days from the date of delivery due to non-availability of power supply, non-availability of technician/doctor to provide application training etc., which are beyond the purview of supplier, the 25% payment shall be released to the supplier with an undertaking/affidavit from supplier stating that they will install the system and handover once the site is ready for installation	Turnkey payment shall be released on the same way as mentioned above point c to e		No change