

Amendment No. 03

Date: 19.09.2023

Sub: Amendment No.03 to the Tender Enquiry Document

Ref: (i) Tender No: HITES/PCD/AIIMS PATNA/RT-04/22-23 dated 10-08-2023.

Note: - APPENDIX-B INTEGRITY PACT PRE-CONTRACT INTEGRITY PACT –Deleted

Bidders Representations Reply.

Bidder-M/s Philips India Ltd			
Tender Clause	Description	Representation from bidder	HITES Reply
Clause 33.6 General/ Miscellaneous Clauses Page 40/94	The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.	The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from willful misconduct or gross negligence of the Supplier its associate/affiliate etc. The liability of Supplier/its Agent/CMC Provider for damages whether arising from breach of contract, indemnity, warranty, negligence, tort or otherwise in relation to the equipment is limited to an amount not to exceed the effective price per equipment giving rise to the liability.	No change, tender terms prevails.
Clause 33.5 General/ Miscellaneous Clauses Page 40/94	The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.	The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for	No change, tender terms prevails.

		settlement without any liability to the purchaser	
Resolution of Disputes Point 30.2 in GCC Page 39/94	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, <u>such dispute or difference shall be referred to the sole arbitrator appointed mutually</u> by both the parties. 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 lakh (Rs. 1,00,000/-). 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	No change, tender terms prevails.

		<p>claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)</p> <p>As per the Supreme Court judgement in the case of Perkins Eastman v/s HSCC, sole arbitrator is to be mutually appointed by both the parties.</p>	
Clause.6.Fall clause page 92/94	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying same or similar specification, configurations and terms & conditions to that of the contract, at a price 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 same or similar specification, configurations and terms & conditions was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p> <p>Please mention the same or similar specification, configuration and terms & condition to that of the contract.</p>	No change, tender terms prevails.
Required delivery schedule PART II a & b Page 42/94	<p>Part II: Required Delivery Schedule: For SI No a-b</p> <p>a. For Indigenous goods or for imported goods if supplied from India: 120 days from date of Notification of Award to delivery at consignee site or within 90 days from the date of site readiness whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later. For delayed</p>	<p>Part II: Required Delivery Schedule: For SI No a-b</p> <p>a. For Indigenous goods or for imported goods if supplied from India: 270 days from date of Notification of Award to delivery at consignee site or within 180 days from the date of site readiness whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later. For delayed</p>	No change, tender terms prevails.

	<p>delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p> <p>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. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23. Part II: Required Delivery Schedule: For SI No a-b</p> <p>a. For Indigenous goods or for imported goods if supplied from India: 270 days from date of Notification of Award to delivery at consignee site or within 180 days from the date of site readiness whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p> <p>b. For Imported goods directly from foreign: 270 days from the date of opening of L/C or 180 days from date of site readiness which ever is later. The</p>	<p>delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p> <p>b. For Imported goods directly from foreign: 270 days from the date of opening of L/C or 180 days from date of site readiness which ever is later. 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. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 120 days of handing over the site for installation, whichever is later For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p> <p>In current situation, the delivery period should be atleast 270 days from the date of opening of L/C for imported goods from foreign. Biplane DSA is an imported good, and globally all major companies is facing a Supply chain disruption due to shortage of material and prevailing issue of semiconductor chip. The supplier are less then the demand of the semiconductor chip. Medical equipment are totally dependent on the availability of the CHip.</p> <p>This situation is still continuing and is having impact on the deliveries of goods on electronic goods. So , we request you to please amendment the delivery dates accordingly.</p> <p>Reason for this change: The supply chain gloably are already working</p>	
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	<p>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. Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 120 days of handing over the site for installation, whichever is later For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p>	<p>under pressure as to make the healthcare equipment. Supply chain is burden across globe due to pending back log, new order and less supplier to provide the essential semiconductor chip. In whole , Supply chain need time to execute the order in respectable way for both the parties.</p> <p>Installation and commissioning : Please change to 90 days of receipt of the stores/ goods at site or within 120 days of handing over the site for installation, whichever is later Reason for this change: In all partial turnkey project, 20 % of turnkey is done after the installation of equipment including AC installation, Roof ceiling work, Cleanning and sanitisation work etc.</p>	
<p>General Points Point 2 Page 53/94</p>	<p>After Sales Service: After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.</p>	<p>After Sales Service: After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs (Physically/remotely). The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.</p> <p>Sites are going to install in the highly sensitive area like pulwama and other remote location. We request you to make the compliant to be attended with in 24 hrs. Healthcare Companies has Extended and developed the strong service network back up like IT sector to take equipment remotely and diagnosis and rectify it immediatly even before the service engg will visit the site. The Remote diagnostic services even help to identify the problem well in advance then the service engg will visit the site so that he can take less time to give solution at site. THis sort of remote</p>	<p>No change, tender terms prevails.</p>

		<p>diagnostic assistance should also be considered under attending the complaint calls.</p> <p>It is effective way to maintain the 95% uptime of the equipment, and this are running successfully across all the premium hospital and institute. We request you to kindly write Phsycialy/virtually so that complaint can be attended accordingly.</p>	
<p>Clause 12 Page 93/96</p>	<p>Clause.12. Validity and Duration of the Agreement : This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccesful bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.</p>	<p>Clause.12. Validity and Duration of the Agreement this Pact will be valid maximum 6 months from the last date of tender validity which is 180 days as mentioned in the tender. After this validity, it will be the decision of the supplier to accept or reject any extra order.</p> <p>The bid validity is 6 months or 180 days, the maximum timeperiod by which we can hold the quoted price is maximum 6 month from the last date of tender validity. The validity and duration of the agreement will be valid maximum 6 months from the last date of tender validity which is 180 days as mentioned in the tender. All orders should be placed to us within this period of 6 month from the last date of tender validity.</p>	<p>APPENDIX-B INTEGRITY PACT PRE-CONTRACT INTEGRITY PACT - Deleted</p>
<p>Clause 42 .2 Page 24/94</p>	<p>Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/ speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.</p>	<p>Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/ speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 30 days from the date of NOA.</p> <p>No deduction/penalty should be deducted from vendor payment in case of any correction in PI and replying to the queries of of HITES in the submitted Performa invoice. Also, 30 days should be provided to submit the Performa invoice and PBG.</p>	<p>No change, tender terms prevails.</p>

<p>General Points 1(c) Page 53/94</p>	<p>GENERAL TECHNICAL SPECIFICATIONS All software updates should be provided free of cost during Warranty period.</p>	<p>GENERAL TECHNICAL SPECIFICATIONS Software updates which come as a Field Change order will be implemented free of cost. Commercial Upgrades and updates will be subject to separate commercial proposal agreed between the parties..</p> <p>Software updates which come as a Field Change order will be implemented free of cost. Commercial Upgrades and updates will be subject to separate commercial proposal agreed between the parties.</p>	<p>No change, tender terms prevails.</p>
<p>Additional</p>	<p>Please add below clauses in the tender :</p>	<p>Price Variation Clause/Price Adjustment clause: In case of rising inflation level, Material cost, pandemic effect on Supply chain & semi-conductor availability and any such unavoidable situation impacting the cost of equipment, local accessories and turnkey work , HITES will consider the price variation clause and price variation will be allowed to the L1 vendor on submission of proper justification.</p> <p>The global medical equipment industry and market has witnessed significant, material and unavoidable situation ike Covid 19, semiconductor issue in the past impacting the cost of manufacture and supply of medical equipment.</p> <p>The prices of equipment, local accessories , turnkey work are changing significantly due to rising inflation level, Material cost, pandemic effect on Supply chain & semi-conductor availability.</p> <p>We request you to kindly add this clause in your tender so that we both the parties can atleast discuss later on during the execution of deal if any upward revision of price is required looking at the large duration project and other above mentioned</p>	<p>Not Accepted</p>

		<p>unavoidable and pandemic challenges.</p> <p>THis will be decided mutually by both the parties, but this clause is now become the need of the hour. In past , all medical companies has seen the challenges which was never occured in the lifetime of its operation.</p>	
	<p>TO BE ADDED IN TENDER Additional condition</p>	<p>Additional Point to be add on in commercial terms :</p> <p>1) In event of delay of handover of site to the vendor for more than 6 month from the date of issue of Supply order. The hites will reimburse the inflation cost in Third pary & turnkey work to the vendor as applicable.</p> <p>2) Consignee will be responsible to provide the AERB procurement license to the vendor.</p> <p>3) Insitute will provide the 24 X7 continuous required electric power in the Distribution panel in the UPS room before the delivery of goods at site, so that vendor can install the UPS way before the equipment will reach at site.</p> <p>4) Also, consignee will provide the water and temporary power load of 10 KVA initialy to the vendor for the commencement of turnkey work at site.</p> <p>5) Consignee will provide the permission to work 24X7 to the vendor if requested by the vendor.</p> <p>6) Consignee will ensure to provide the sufficient space to keep the debris, equipment and other installation items to the vendor.</p> <p>7) Sufficient space to do Earth pit for earthing near the building will be provided by the consignee.</p> <p>8) If there is any change in the site location/floor shown to the vendor</p>	<p>This will as per tender terms and conditions.</p>

		<p>during the bid submission for the submitted equipment , the additional amount occurred to install at new location will be reimbursed by the consignee/purchaser. Supply order will be placed after the actual visit by the supplier at site.</p> <p>9) Any damage in the 3P, turnkey and equipment due to water logging at building complex has to be bear by purchaser/consignee and same has to be reimburse to the vendor.</p>	
M/s Siemens			
1	<p>Firm Price: Clause-15 at Pg.15: 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 40.1 At the time of awarding the contract,other terms & conditions quoted by the tenderer. Currency of contract: Clause-40,Pg.23: 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</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 40.1 At the time of awarding the contract,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 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 price validity period as per clause reference no. 22.1 (ii)f</p>	<p>The price quoted shall be valid for 2 (Two) years from the date of techno-commercial Opening.</p>

	currency of the contract.	<p>under Section – II(GIT).</p> <p>This clause is in contradiction to clause 22.1 (ii)f “ The price quoted shall be valid for 2 (Two) years from the date of techno-commercial opening”</p> <p>Hence requesting you to please delete the clause-15 & Clause -40 from tender and maintain the clause 22.1 (ii)f to avoid any confusion & miss communication at later stage.</p>	
2	<p>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).</p> <p>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.</p> <p>Clause-6: Fall clause Pg.92 of TED: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</p>	<p>A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). During last 1 years.</p> <p>The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its identical descriptions equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services of Identical descriptions at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time</p>	No change, tender terms prevails.

	<p>and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p>	<p>will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded</p> <p>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.</p> <p>Further, this is an open-ended price fall clause which makes liable to the supplier for any sale done either prior to after supplies done under a given tender.</p>	
3	<p>payments- GCC- Point No- 21.1 – Payment Terms: A & B. Pg.No.34 of TED.</p> <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</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) 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</p>	No change, tender terms prevails.

	<p>goods</p> <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>the consignee Copy of lorry receipt</p> <p>(vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.- To be deleted.</p> <p>b) On Acceptance: balance 25% against FAC issued by respective consignee.</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”</p> <p>-Country of Origin certificate shall 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>	
4	<p>Insurance Clause:11 at Pg.30:</p> <p>a) Insurance Certificate Transit</p>	<p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from</p>	<p>No change, tender terms prevails.</p>

	<p>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>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 & to meet installation timelines on time. Please amend like mentioned in 11(a).</p>	
5	<p>Complaint attending time-(as per tender): Complaints should be attended properly, maximum within 8 hrs.</p> <p>The service should be provided directly by Tenderer/Indian Agent</p>	<p>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.</p> <p>Request for amendment as per various options available to respond the call.</p>	No change, tender terms prevails.
6	<p>PM visits during Warrant/CAMC. Page-33.53 & 69:</p> <p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the</p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e., minimum 2 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e. 2 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of</p>	No change, tender terms prevails.

	<p>successful completion of warranty period for preventive maintenance of the goods</p>	<p>the goods</p> <p>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..</p>	
7	<p>MANUFACTURER'S AUTHORISATION FORM Pg 64 of 94, 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</p> <p>We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”</p>	<p>We also hereby extend our warranty, whereas our Indian affiliates/agent shall be responsible for after sales services including CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document</p> <p>We also hereby Clarify that our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”(NA)</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.</p> <p>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</p>	<p>No change, tender terms prevails.</p>

		<p>MAF by an affiliate company be allowed to stated limited extent.</p> <p>-As price shall be quoted by OEM directly so this clause shall not applicable here.</p>	
8	<p>Contract agreement submission clause , Clause 42 at Pg.24.</p> <p>42. Issue of Contract</p> <p>42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.</p>	<p>To be deleted.</p> <p>Kindly delete the clause as Clause 41.2 (Pg.24) clarifies that Notification of Award shall conclude the contract.</p>	No change, tender terms prevails.
9	<p>Clause 30.2 Resolution of disputes Pg 39.</p> <p>If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)</p>	<p>We request for either of the following:</p> <p>Arbitrator should be appointed by mutual consent of the parties.</p> <p>If parties do not agree, arbitrator should be appointed by court.</p> <p>Alternatively</p> <p>Arbitrator should be from either Ministry of Law & 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</p>	No change, tender terms prevails.

		the arbitrator.	
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Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 775 days from the date of tender opening.

All other terms and conditions of the tender enquiry remain unaltered