

Amendment No. 01**Date: 20.01.2024****Sub: Amendment No.01 to the Tender Enquiry Document****Ref: (i) Tender No: HITES/PCD/AIIMS/PET-CT/23-24 Dated 03-01-2024****Section I**
Notice Inviting Tenders (NIT)

Tender timeline:

For:-

Description	Schedule
Last date and time of online submission of tender	24.01.2024 at 01:00 PM
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document	24.01.2024 at 02:00 PM
Date of online tender opening	25.01.2024 at 02:30 PM

Read As

Description	Schedule
Last date and time of online submission of tender	03.02.2024 at 01:00 PM
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document	03.02.2024 at 02:00 PM
Date of online tender opening	03.02.2024 at 02:30 PM

Section VII
Technical Specifications

Tender Page & Para	TENDER SPECIFICATION	AMENDED AS
Point 6 (ii)	Acquisition Modes: Acquisition in full 3-D mode must include Static, Whole Body, Dynamic and cardiac Gated acquisition. 4D Respiratory Gating with hardware & software should also be provided	Acquisition Modes: Acquisition in full 3-D mode must include Static, Whole Body, Dynamic and cardiac Gated acquisition. Respiratory Gating/Motion Management software should be provided
8 Point iii.	Rates for 400 sets of 200 ml disposable CT syringes with tubing and connector, per year should also be quoted for atleast 2 years.	Rates for 400 sets of 200 ml disposable CT syringes with tubing and connector, per year should also be quoted for at least 2 years. Price for the same should be quoted separately and shall be considered for L1 comparison
	One dose calibrator for PET radionuclides	Added Para : One dose calibrator for PET radionuclides with appropriate two standard sources with shields
9 Point i.	400 doses of FDG, calibrated to 100 mCi delivery at the PET CT site(s) should be supplied as per the consignee requirement in a staggered manner. Rates for the same should be quoted separately and should be freezed for 5 years. The same will be considered for price ranking.	400 doses of FDG, calibrated to 100 mCi delivery at the PET CT site(s) should be supplied as per the consignee requirement in a staggered manner. Rates for the same should be quoted separately and should be freezed for 2 years. The same will be considered for price ranking.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

GCC Page No 34 & 35, Point No 21.1

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:

For	Read As
<p>B) Payment For Imported Goods: 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:</p> <p>(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;</p> <p>(iii) Four Copies of packing list identifying contents of each package;</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>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Manufacturer's own factory inspection report and</p> <p>(vii) Certificate of origin by the chamber of commerce of the concerned 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>(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p>	<p>B) Payment For Imported Goods: 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:</p> <p>(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</p> <p>(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;</p> <p>(iii) Four Copies of packing list identifying contents of each package;</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>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Manufacturer's own factory inspection report and</p> <p>(vii) Certificate of origin by the chamber of commerce of the concerned 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>(ix) DELETED</p> <p>Other conditions will remain unchanged</p>

Performance Security –Page 27, Point 5.1

For	Read As
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 ten percent (10%) 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	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 five percent (5%) 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

C. PREPARATION OF e-TENDERS, Page no 12, Point no 11.1 (A)-XVIII

For	Read 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).	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 one (1) year

**SECTION - VI
LIST OF REQUIREMENTS**

Part II: Required Delivery Schedule:

b. For Imported goods directly from foreign:

For	Read As
90 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 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.	Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 90 days from date of site readiness / AERB approval for import, whichever is later. Other conditions will remain unchanged

**Section – IX
Qualification Criteria**

For	Read As
The Bidder should submit a 'Credit Limit Certificate' of at least 60% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a "Scheduled Commercial Bank as per list issued by RBI from time to time". The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than 12 (twelve) months at the time of tender opening.	Deleted

SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY
(Replaced with New Format as mentioned below)

PERFORMANCE GUARANTEE

To,
CEO
HLL Infra Tech Services Limited
Procurement and Consultancy Division,
B-14 A, Sector-62, Noida-201307, Uttar Pradesh

Whereas **(vendor name)** hereinafter called "**the vendor**" has undertaken, in pursuance of **(contract details)** And whereas it has been stipulated by you in the said contract that the vendor shall furnish you with a Bank Guarantee for the sum specified therein as security for the obligations in accordance with the contract.

WE, (Bank Name), a banking company incorporated and registered under Companies Act 1956 and having license to carry on banking business under the Banking Regulation Act, 1949 having its registered officeand its one of branch office at (hereinafter called the "Bank") hereby undertake to pay to the HLL Infra Tech Services Ltd an amount not exceeding **Rs. (in words)** on demand by the HLL Infra Tech Services Ltd.

2. We, (Bank Name), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a written demand from the HLL Infra Tech Services Ltd stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Vendor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. (in words)**.

3. We, (Bank Name), further undertake to pay the HLL Infra Tech Services Ltd any money so demanded notwithstanding any dispute or disputes or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the vendor shall have no claim against us for making such payment.

4. We, (Bank Name), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the HLL Infra Tech Services Ltd under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-charge on behalf of the HLL Infra Tech Services Ltd certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Vendor and accordingly discharges the guarantee or till (Expiry date) whichever is earlier.

5. We, (Bank Name), further agree with the HLL Infra Tech Services Ltd that the HLL Infra Tech Services Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and

conditions of the said Agreement or to extend time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the HLL Infra Tech Services Ltd against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Vendor or for any forbearance act or omission on the part of the HLL Infra Tech Services Ltd or any indulgence by the HLL Infra Tech Services Ltd to the said Vendor or by any such matter or thing what so ever which under the law relating to securities would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

7. We, (Bank Name), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HLL Infra Tech Services Ltd in writing.

8. The bank guarantee shall be valid upto **(validity period)** unless extended on demand by the HLL Infra Tech Services Ltd and at our sole discretion Notwithstanding anything mentioned above, our liability against this bank guarantee is restricted to **Rs.(in words)** and unless a claim in writing is lodged with us of the date of expiry i.e. **(One year from the date of expiry of BG i.e., claim expiry date)** or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything therein:

- (i) Our liability under this bank guarantee shall not exceed **Rs.(in words)**.
- (ii) This bank guarantee shall be valid upto **(validity period)**.
- (iii) We shall be liable to pay the guaranteed amount or any part thereof under this bank guarantee upon receipt of written demand on or before **(one year from the date of expiry of BG i.e., claim expiry date)**.
- (iv) In case no demand is made before the claim expiry date specified in clause c, the bank shall stand discharged from all its liabilities under this bank guarantee irrespective of fact whether the original bank guarantee is returned to us or not and
- (v) Any dispute or claims arising out of this bank guarantee, are necessarily required to be enforced before the competent court of law with in one year (1) from the date of demand, provided that such demand is received by the bank before the claim expiry date specified in clause c above.

THIS BANK GUARANTEE IS SUBJECT TO THE ICC UNIFORM RULES FOR DEMANDGUARANTEES (ICC PUBLICAITON NO. 758) AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS, IN ACCORDANCE WITH THE LAW OF INDIA

All other terms and conditions of the tender enquiry remain unaltered

Bidders Pre Bid Representations Reply1. Siemens Healthcare Pvt. Ltd.

Sr./ Reference No.	Tender Specification/ Clause	Amendment Required	Our Justification	HITES Reply
Pg 15 Bid/ Tender Validity Clause-20,Pg.17.	<p>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.</p> <p>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</p>	<p>If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One Hundred Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.</p> <p>Also the Price validity of the accepted bid (incl quantity under tolerance) shall be for a period 1 year from date of bid submission.</p> <p>Firm Price: Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract but subject to statutory variation on any account which is beyond supplier's control.</p>	<p>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.</p> <p>Price and/or taxes change due to any reasons beyond supplier's control should be acceptable to buyer.</p>	No Change
Part II: Required Delivery Schedule: a. For goods to be supplied as per List of Requirement: Pg.43 of TED.	<p>Required Delivery Schedule</p> <p>For Imported goods directly from foreign: 90 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</p>	<p>Required Delivery Schedule</p> <p>For Imported goods directly from foreign: Supply of main imported equipment along with indigenous goods to be completed within 210 days from the date of Notification of Award or opening of confirmed & irrevocable Letter of Credit for main unit or date of site handover with permanent power/water by respective consignee or AERB site approval, whichever is later. Delivery of indigenous goods contracted along with the direct</p>	1. Kindly refer clause no. 8.5 of Manual for Procurement of Goods, 2017 which notifies "inputs and other facilities, which the purchase organization will provide to the contractor are also indicated in the tender enquiry document".	Please refer the amendment as above.

	<p>scheduled delivery period for imported goods. Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later</p>	<p>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 clear site for installation along with permanent power/water by respective consignee, whichever is later. General Note: Consignee wise LC should be opened based on site readiness status from respective consignee</p>		
<p>GCC- Point No- 21.1 – Payment Terms: A & B. Pg.No.34/35 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) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee (iii)</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) 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 iii)..... (iv) (v) (vi) Certificate of origin for imported main equipment (vii) Manufacturer's /Supplier's Warranty Certificate. 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</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, d</p>	<p>Please refer the amendment as above.</p>

<p>(iv) (v) (vi) Certificate of origin (vii) Manufacturer's Warranty Certificate. (viii) b) Acceptance: balance 25% against FAC issued by consignee. 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: 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</p>	<p>currency as specified in the contract in the following manner: 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 b) On Acceptance: balance 25% against FAC issued by consignee. Turnkey/Site Preparation : 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.</p>	<p>desire payment through LC, depending on the merits of the case, this may be agreed to” Please refer amendment no 8 ,dated 10.01.23 issued for tender HITES/PCD/AIIMS- IV/57/Rad-Onco/ 22-23 where amendment regarding Turnkey payment is published.</p>
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	<p>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>PM visits during Warrant/CAMC. Page-33, 53,54 & 68.</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 successful completion of warranty period for preventive maintenance of the goods</p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e., minimum 2 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e. 2 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	<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.</p>	<p>No Change</p>

<p>Price Fall:- PREPARATION OF e- TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED</p>	<p>A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India), during last 2 years.</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). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier.</p>	<p>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. Please refer amendment no 8 ,dated 10.01.23 issued for tender HITES/PCD/AIIMS-IV/57/Rad-Onco/ 22-23 where amendment regarding price fall clause is published.</p>	<p>Please refer the amendment as above.</p>
<p>Clause-15.10 Pg.33 of TED</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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.</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 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 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, if the contract has already</p>	<p>No change</p>
<p>Clause.6. Fall Clause Pg.92.</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price // charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price 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, if the contract has already</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price // charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price 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, if the contract has already</p>	<p>Please refer amendment no 8 ,dated 10.01.23 issued for tender HITES/PCD/AIIMS-IV/57/Rad-Onco/ 22-23 where amendment regarding price fall clause is published.</p>	<p>No change</p>
<p>Fixed price Clause.15, Pg.15</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price // charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price 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, if the contract has already</p>	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price // charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price 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, if the contract has already</p>	<p>Please refer amendment no 8 ,dated 10.01.23 issued for tender HITES/PCD/AIIMS-IV/57/Rad-Onco/ 22-23 where amendment regarding price fall clause is published.</p>	<p>No change</p>

	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.	been concluded		
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 attended/responded properly, minimum within 24 working hrs. (response by the vender in any form like, Telephonic/e-mail/SRS etc.) . The service should be provided directly by Tenderer/Indian Agent/Service partners.	Request for amendment to provide minimum 24 working hours to attend the complaints considering the travel time to reach at consignee site.	No Change
MANUFACTURER'S AUTHORIZATION FORM Pg. 81 of TED	<p>We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document</p> <p>We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent</p> <p>We also confirm that</p>	<p>We also hereby extend our warranty, whereas our Indian affiliates/agent shall be responsible for after sales services including CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document</p> <p>We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p> <p>To be deleted:</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	No Change

	the price quoted by our agent shall not exceed the price which we would have quoted directly”		company be allowed to stated limited extent. -As price shall be quoted by OEM directly so this clause shall not applicable here.	
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 (Pg.24) clarifies that Notification of Award shall conclude the contract.	No Change

2. Wipro GE Healthcare Pvt. Ltd.

S. No.	Para no. of the TED	As per the tender enquiry document	Representation	HITES Reply
2.	Page no. 43, Part II b	For Imported goods directly from foreign: 90 days from the date of opening of L/C. The date of delivery will be the date 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 180 days from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power, whichever is later.	Please refer the amendment as above.

		Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later	We humbly request you to please amend this to 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.	
3.	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.	Please refer the amendment as above.
4.	Page no. 32, Point No. 15.2	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-	We humbly request you to kindly mention that Warranty won't include the accessories, consumables, rubber goods, glass items and other perishable items.	No Change
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.	Page no. 33, Point No. 15.5	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original	Please clarify this point whether the warranty extension would be upto the original equipment warranty or will be extended by the original warranty duration	In case any rectification / replacement to defective parts the warranty shall be extended till the warranty of main equipment

		warranty period of the main equipment.		
7.	Page no. 33, Point No. 15.6	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.	You would agree that the point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser" is not acceptable. Hence we humbly request you to kindly delete this line.	No Change
8.	Page no. 34 & 35, Point No. 21	TERMS AND MODE OF PAYMENT	Please specify the timeline within which HLL would release the payment post receipt of complete payment related required documents	As per TED terms and condition
10.	Page no. 23, Point No. 40.2	If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.	We humbly request to specify the timeline during which the repeat order can be placed. Currently this is open-ended and you would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to accept the repeat order on the same quoted prices. Hence request to kindly specify the timeline during which the repeat order can be placed.	As per TED terms and condition