KALPANA CHAWLA GOVERNMENT MEDICAL COLLEGE, (KCGMC), KARNAL, HARYANA AMENDMENT NO. – 1 Dated: 28.08.2015

Name of Project: Development of IT Infrastructure (HMIS, PACS, LAN, EMS, LMS & QMS) for Kalpana Chawla Govt. Medical College & Hospital, Karnal, Haryana Tender No.: HSCC/KCGMC/IT/2015/02 dated 11/08/2015

Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 24.08.2015 at HSCC's Corporate Office, Noida

S. No	Volume, Page, Clause and Section	Tender Document Clause	Pre-bid Queries	Reply
1		General Query	Please provide the Process for Online registration for Bid Submission and Payments along with mode of Payment for same if required.	All the details are mentioned in HSCC e-tender portal i.e. Online Registration Requirement: -Online Payment of Rs.2280/- to Service Provider -Class-3 Digital Signature Certificate Tender Processing Charges: -Online Payment of Rs.5700/- to Service Provider Cost of Bid-Rs.5000/- to HSCC
2	Volume-I Page -5 Point-1.3-1	IA Consortium shall have not more than 1(one) partner.	1	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 1 of 15

3	Volume-I Eligibility Criteria Page no. 8	Three similar completed works each costing not less than the amount equal to Rs4.4 Crore. Or Two similar completed works each costing not less than the amount equal to Rs6.6 Crore. Or One similar completed work of costing not less than the amount equal to Rs8.8 Crore.	Request you to kindly modify this criteria as Three similar completed works each costing not less than the amount equal to Rs4 Crore. Or Two similar completed works each costing not less than the amount equal to Rs6 Crore. Or One similar completed work of costing not less than the amount equal to Rs8 Crore.	No change, tender condition prevails.
4	Volume-I Point 1.6 Page no. 10	Last date to fill/upload the tender through e-Tendering is 08/09/2015 upto 14:30 hrs.	We feel that the time provided to prepare the proposal for such a large scope of work is not enough, therefore, we request you to kindly provide atleast 15 days from the publication of replies to the prebid queries.	No change, tender condition prevails.
5	Volume-I Page no. 12 Sr No 1.15	'Training for all users as per the requirement of the institute shall be provided by SI/lead member of Consortium for HMIS Solution. In case after completion of 1st session of training, if additional session is required for any existing user or new staffs joining the organization (KCGMC), then separate training program shall be organized without any extra charges. This is applicable for one year (duration of the project) or till completion of the project.'	a) Please provide details of the users for which the training will be organised. b) who will be responsible for arranging logistics for the training.	Please estimate no. of users for training purpose based on the Hospital & Medical College Infrastructure & no. of beds capacity etc. SI will be responsible for arranging logistics for the training except necessary space for training purpose.
6	Volume-I Page no. 12 Sr No 1.15	Training for all users as per the requirement of the institute shall be provided by SI/lead member of Consortium for HMIS Solution.	Its mean training shall be provided by lead member not by other than lead member.	Amended at Sr. No. 1, refer to Annexure-A.

HSCC/KCGMC/IT/2015/02 Page 2 of 15

7	Volume-I Page no. 12 Sr No. 1.16	accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received. All tenders in	evaluation. Or we can assume that financial bid of	As per the tender document.
8	Volume-I Page no. 13 Point 1.22	to apply. This tender provides strong disincentive clause as compensation for delay of work @ 1.5 % per month of delay to be computed on a per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the	consider revising it to @ .5 % per month of delay to be computed on a per day basis. Provided always that the total amount of compensation for	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 3 of 15

9	Volume-I Page 14 Cluase No 1.21	bidder withdraws his tender before the said period or issue of	The tender for the work shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re—tendering process of the work.	No change, tender condition prevails.
10	Vol-I Page 13 Clause No. 1.22	the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.	month of delay to be computed on a per week day basis. Provided always that the total amount of compensation for delay to be paid under this	No change, tender condition prevails.
11	Volume-I Page 24 Clause No 2.21 Award of Contract	agency/firm. The agency/firm shall comply with any such	Request addition: Provided that the agency/firm shall not be liable for any SLAs/LDs penalties or losses for any such modification done by the Client.	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 4 of 15

12	Volume-I Page no. 40	Manufacturer's Authorisation Form	As there are so many components like desktop, networking components, servers etc. Please suggest for wich IT component/s OEM certificates will be mandatory	Please refer to Volume-I Page No 14 Sr No. 1.31 & 1.32
13	Volume-II Page 2 Clause 2 vi CONDITION OF CONTRACT	, , , , , , , , , , , , , , , , , , , ,	•	No change, tender condition prevails.
14	Volume-II Page 4 Clause 8.2 Discrepancies and Adjustment of errors	8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority	8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority in consultation with the Agency/firm shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Agency/firm.	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 5 of 15

15	Vol-II Page 6 Clause 2 Compensation for Delay	Compensation for delay of work- 1.5 % of tendered value per month of delay to be computed on a per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given. Provided always that the total amount of compensation for delay under this Condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.		No change, tender condition prevails.
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HSCC/KCGMC/IT/2015/02 Page 6 of 15

16	Volume-II Page 6 Clause 2 Compensation for	The amount of compensation may be adjusted or set-off against any sum payable to the Agency/firm under this or any other contract with the Government. In case, the agency/firm does not achieve a particular milestone mentioned in schedule 'F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the agency/firm. However, if the agency/firm catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the agency/firm fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.	the Government. In case, the agency/firm does not achieve a particular milestone mentioned in schedule 'F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the agency/firm. However, if the agency/firm catches up with the	No change, tender condition prevails.
17	Vol-II Page 6 Clause 3 When Contract can be Determined	If the agency/firm having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.	Request Modification	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 7 of 15

18	Volume-II Page 8	In the event of above courses being adopted by the Client, the agency/firm shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the agency/firm shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.	Request deletion. In the event of terminatoin for any reason whatsoever, the agency/firm shall be entitled to received payments for all the goods delievered and services rendered till the effective date of termination.	No change, tender condition prevails.
19	Volume-II Page 13 Clause 7 Payment on Intermediate Certificate to be Regarded as Advances	-	Request deletion.	No change, tender condition prevails.
20	Clause 9 Payment of	No further claims shall be made by the agency/firm after submission of the final bill and these shall be deemed to have been waived and extinguished.	Request deletion.	No change, tender condition prevails.
21	Clause 9 Payment of	No further claims shall be made by the agency/firm after submission of the final bill and these shall be deemed to have been waived and extinguished.	Modify-Change to 1 & 2 months respectively	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 8 of 15

22	Volume-II Page 16 Clause 11.2, 11.3, 11.4 deviations,Extra Items/Pricing	In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the Contract), the agency/firm may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge/Client shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the agency/firm, determine the rates on the basis of the market rates and the agency/firm shall be paid in accordance with the rates so determined.	In all these clauses, The rates should be mutually decided by Engineer-in-charge and the agency/firm	No change, tender condition prevails.
23	Volume-II Page 17 Clause 11.5	Any operation incidental to or necessarily has to be in contemplation of bidder while filling tender, or necessary to proper execution of the item included in the schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations	Bidder requested to delete.	No change, tender condition prevails.
24	of contract due to Abandonment or	If at any time after acceptance of the tender, Client/Government shall decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the agency/firm and the agency/firm shall act accordingly in the matter. The agency/firm shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	Request deletion of the clause.	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 9 of 15

25	Volume-II Page 20 Clause 13 Risk Purchase	In the event of above course being adopted by the Engineer-in-Charge the agency/firm shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.		No change, tender condition prevails.
26	Volume-II Page 20 Clause 14 Suspension of Work	(i) The agency/firm shall, on receipt of the order in writing of the Engineer – in – Charge, (whose decision shall be final and binding on the agency/firm) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause any damage or injury to the work already done or	(i) The agency/firm shall, on receipt of the order in writing of the Engineer – in – Charge, (whose decision shall be final and binding on the agency/firm) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: (a) on account of any default on the part of the agency/firm or;	No change, tender condition prevails.
27	Volume-II Page 21 Clause 15 Action in case Work not done as per Specifications	Refer RFP	Termination right, thrid party purchase right, and LD as a recourse is available, hence, request deletion.	No change, tender condition prevails.
28	Volume-II Page 22 Clause 18	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.	Which conditions.Pls specify	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 10 of 15

29	Volume-II Page 26 Clause 26 Lien in respect of claims in other Contracts	Refer RFP	Request deletion.	No change, tender condition prevails.
30	Volume-II Page-28 Clause-29	Sales Tax/VAT (except Service Tax), or any other tax or Cess in respect of this contract shall be payable by the agency/firm and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the agency/firm to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the agency/firm.	Service tax provided by client or tenderer.	No change in tender conditions. In respect of service tax, same shall be paid by the agency/firm to the concerned department on demand and it shall be reimbursed on the basis of submission of proof of deposits.
31	Volume-II Page 28 Clause 29 Levy/Taxes payable by Agency/firm	Sales Tax/VAT (except Service Tax), or any other tax or Cess in respect of this contract shall be payable by the agency/firm and Government shall not entertain any claim whatsoever in this respect.	All taxes should be borne by the Client	No change, tender condition prevails. Please refer to Sr. No. 2.10 at Page No. 18 in Volume-I.
32		All tendered rates shall be inclusive of all taxes and levies (including service tax) payable under respective statutes.	Should be exclusive of taxes. Taxes should be applicable at the time of Billing. Eg. As per current Govt proposition GST might get applied from April 2016. In this case we can't accumulate taxes in the current pricing.	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 11 of 15

33	working Medical Education and Research Department, Government of Haryana/ HSCC then the agency/firm not	The persons responsible on behalf of the agency/firm for execution of the work should not have any relative working in MER, Government of Haryana/HSCC in any capacity between the grades of the Secretary and Group B Gazetted officer (both inclusive). The Agency/firm shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DGMER/ HSCC. Any breach of this condition by the agency/firm would render him liable to be debarred from tendering in the Client in future.	IWe can submit this cluase with deviation.	No change, tender condition prevails.
34	Volume-II Page 31 Clause 37 Factory Inspection	Factory Inspection	IReplace Factory with warehouse.	No change, tender condition prevails.
35	VolumeII Page No. 30, Clause 36	Payment Terms: 15% on handing over to the Client.	It should be made whithin 30 days of submission of handing over document/certificate to enduser.	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 12 of 15

36	Volume II Page No. 31, Clause 37	Factory Inspection Details of the tests to be carried out by the Bidder at factory site, on the proposed Hardware and System Software will be submitted by the bidder within 30 days of the placement of order. These shall include information on but not be limited to: Diagnostic and other tests to be carried out to demonstrate the satisfactory functioning of the system (Hardware & System Software) System/Subsystem tested with each test Duration of the test Number of passes Error logs Restoration procedures The bidder shall conduct these tests and maintain detailed records of the results. The conduct and proper observance of the bidder's standard inspections and test procedures shall be the sole responsibility of the bidder. Client/HSCC shall be free to depute authorized representative/s to observe the bidders standard tests and procedures, indicated above, on the computer equipment earmarked for supply to Client/HSCC. All records of such tests shall be made available to Client/HSCC representative/s for scrutiny as and when required. The expenses on Client/HSCC representative/s for travel and stay will, however, be borne by Client/HSCC.	Most of the OEM's factory are outside india and its difficult to visit so we request you to please allow us to provide OEM inspection certificate.	It will be dealt as per necessity & requirement of project, inspection may be made. Amended in Sr. No. 3, refer to annexure-A.
37	Volume II Page No. 32, Clause No 38	Site Preparation The supplied Hardware and other equipments are to be installed at the site. The bidder shall perform a site inspection to verify the appropriateness of some sites and determine any structural or other changes that need to be carried out, before dispatch of the Hardware. All changes required shall be furnished along with the bid. Before the dispatch of the hardware equipment from their factory and within 30 days of the issue of order, the vendor may be required to prepare the detailed Site Requirement Document and complete the site preparation work.	As a IT firms, Suggestion of structural changes is not our resposibility.	Minor structural changes related to IT work like conduiting, server room design etc. to be suggested by IT firms if required.

HSCC/KCGMC/IT/2015/02 Page 13 of 15

38	Volume-II Page-31 Point-E	Deduction of taxes as applicable and Retention Money shall be made from each bill.	Indicate % of retention money.	No retention money will be deducted from running bill. Amended at Sr no 2, refer to Annexure-A
39	Volume-III Page 6 Clause 8 Agency/firm's General Responsibilities	The successful agency/firm is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and rates instructions in respect of such additional items and their quantities will be issued in writing by the Consultant.	The rates should be decided by the agency/firm	No change, tender condition prevails.
40	Volume-III Page 12 Clause 20 VARIATION	The Consultant Shall omit any component from scope of works that may be necessary and for that purpose or if for any other reason it shall, in his opinion be desirable and shall issue such instructions to the agency/firm. The agency/firm shall do the same without in any way vitiate or invalidate the contract. Any cost attributable to above shall be borne by the Agency/firm.	Request deletion	No change, tender condition prevails.
41		c) Orders for variation to be in writing The agency/firm shall make no such variations without an order in writing by the Consultant, provided that no order in writing shall be required for increase up to 02% or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the schedule of items.	To be deleted. All changes shall come under the subject matter of a change request mechanism.	No change, tender condition prevails.
42	Volume-III Page 16 Clause 29 INSURANCE	-	Request legal to confirm	No change, tender condition prevails.
43	Volume-III Page 22 Clause 36	The quoted rates/prices for the items shall be complete in all respect including all labour, material, tools and tackles, all taxes, duties, levies, octroi, statutory levies applicable from time to time and others as specified in SCC etc.	rate to be exclusive of taxes	No change, tender condition prevails.

HSCC/KCGMC/IT/2015/02 Page 14 of 15

44		-	To be Added-Invoicing & Payment. Company will pay invoices within fifteen (15) days from the date of invoice, except for those portions of any invoice that the Company disputes in good faith and in writing. Wipro may charge interest at the rate of 1.5% per month for delayed payments. Invoices shall be deemed to have been accepted if Company does not furnish a written objection specifying the nature of the dispute within five (5) days from the date of invoice.	No change, tender condition prevails.
45	VolumeIV 51, Point no 16	The SI shall be responsible for providing proper "Electrical ground" at all the required points as per the approved IEEE standards for Grounding of Sensitive Electronic Equipment and as per the OEM guidelines	Electrical works not comes under Bidderscope.	proper "Electrical ground" for major equipments like Network Switches, Firewall, Servers, Storage etc may be needed.
46	VolumeIV 51, Point no 17	The SI shall install, wire the UPS power at required locations and provide proper electrical ground for the same before installation of the equipment. Civil works if any required for installation of the system will be the responsibility of the SI.	Electrical works not comes under Bidderscope.	Minor civil works if required to be done by the SI
47	Volume IV Page No 156 Annexure H-List of Approved makes	-	Bidder requested to add an additional OEM in list of approved makes for printers.	No change, tender condition prevails.

Please note that this Amendment no. – I, shall form part of the tender and all others terms & conditions of the tender shall remain unchanged.

Prospective bidders are advised to regularly scan through HSCC e-tender portal http://www.tenderwizard.com/HSCC as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

Deputy General Manager (System), HSCC (I) Ltd. For & on Behalf of DGMER, Panchkula

HSCC/KCGMC/IT/2015/02 Page 15 of 15

Annexure A

Name of Project: Development of IT Infrastructure (HMIS, PACS, LAN, EMS, LMS & QMS) for Kalpana Chawla Govt. Medical College & Hospital, Karnal, Haryana

Tender No.: HSCC/KCGMC/IT/2015/02 dated 11/08/2015

AMENDMENTS

S. No.	Reference	As per Tender Document	Amendments
1	Volume I Page 12 Sr. No. 1.15	Training for all users as per the requirement of the institute shall be provided by SI/lead member of Consortium for HMIS Solution.	Training for all users as per the requirement of the institute shall be provided by SI/member of Consortium for HMIS Solution.
2	Volume-II Page No. 31, Clause 37	Client/HSCC shall be free to depute authorized representative/s to observe the bidders standard tests and procedures, indicated above, on the computer equipment earmarked for supply to Client/HSCC. All records of such tests shall be made available to Client/HSCC representative/s for scrutiny as and when required. The expenses on Client/HSCC representative/s for travel and stay will, however, be borne by Client/HSCC.	Client/HSCC shall be free to depute authorized representative/s to observe the bidders standard tests and procedures, indicated above, on the computer equipment earmarked for supply to Client/HSCC. All records of such tests shall be made available to Client/HSCC representative/s for scrutiny as and when required. The expenses on Client/HSCC representative/s for travel and stay will, however, be borne by SI .
3	Volume-II Page No. 13, Clause 7	No payment shall be made for work, estimated to cost Rs. Two Hundreds Lakhs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Two Hundreds Lakhs , the interim or running account bills shall be submitted by the agency/firm for the work executed on the basis of such recorded measurements on the format of the Client in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge.	No payment shall be made for work, estimated to cost Rs. Twenty Thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty Thousand , the interim or running account bills shall be submitted by the agency/firm for the work executed on the basis of such recorded measurements on the format of the Client in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge.

HSCC/KCGMC/IT/2015/02

4	Volume-II Page No. 36 added clause 7	-	Clause 7 Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.
5	Volume III Page 31 CLAUSE 36 Payment terms (b)-(v) & (e)	(b)-(v) 10% after handing over of the system to client and submission of performance bank guarantee of 10% amount of application software for the period of one year during Defect Liability Period /Maintenance period plus 3 months claim period. This is addition to 5% performance bank guarantee of the Project already submitted. (e) Deduction of Taxes as applicable and Petentian Manay shall.	(b)-(v) 10% after handing over of the system to client and submission of performance bank guarantee of 10% amount of application software for the period of one year during Defect Liability Period /Maintenance period plus 3 months claim period. This is addition to 10% performance bank guarantee of the Project already submitted. (e)
		Deduction of Taxes as applicable and Retention Money shall be made from each bill.	Deduction of Taxes as applicable.