

All Bidders**Amendment -IV**

Subject: Execution including Supply, Installation, Testing & Commissioning of Medical Gas Manifold System for Advanced Neuro Science Centre, at PGIMER, Chandigarh.

Tender No: HSCC/SES/MGMS/PGI/Neuro Science/2022 dated: 24.06.2022

This has reference to above tender.

The following Amendment may be noted which shall be treated as part of the tender document and to be submitted duly signed & stamp along with tender.

Sr. No.	Tender clauses/Bidders' Queries	Reply/Amended to
1.	GCC 1.1 (a) ii. Page No. 1 "Executing Agency" shall means HSCC (India) Limited with its Corporate office at E-6(A), Sector – 1, NOIDA (U.P.) or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.	"Executing Agency" shall mean HSCC (India) Limited appointed by PGIMER Chandigarh with its Corporate office at E-6(A), Sector-1, NOIDA (U.P.) or its administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
2.	PGIMER/PGI-Chandigarh	PGIMER /PGI Chandigarh means Institute.
3.	HSCC	HSCC (India) Ltd.
4.	SCC 1.2 Page No. 8 The Employer PGIMER, Chandigarh shall be the principal Employer / Employer / owner for the works. All documents relating to any statutory authority for obtaining necessary clearance etc is to be signed/endorsed by principal employer/owner.	The Employer HSCC (India) Ltd. shall be the principal Employer / Employer for the works. All documents relating to any statutory authority for obtaining necessary clearance etc is to be signed/endorsed by principal employer/Institute.
5.	SCC 30.0 a)	

	"PRINCIPAL EMPLOYER/ EMPLOYER/ OWNER/ CLIENT" means PGIMER, Chandigarh.	"PRINCIPAL EMPLOYER/ EMPLOYER" means HSCC (India) Ltd.
6.	<p>Annexure-A: FORM OF AGREEMENT</p> <p>AGREEMENT</p> <p>This Agreement made the _____ day of _____ 20_____ between M/s HSCC (India) Ltd., E6A, Sector-I, Noida-201301 on behalf of PGIMER, Chandigarh after called "The Employer") represented by M/s HSCC (India) Ltd. who enters into this Agreement of the one part and M/s</p> <p>...Binding Signature of [HSCC India Ltd.] for and on behalf of PGIMER, Chandigarh</p>	<p>This Agreement made the _____ day of _____ 20_____ between M/s HSCC (India) Ltd., E6A, Sector-I, Noida-201301 as Executing Agency appointed by PGIMER, Chandigarh after called "The Employer" who enters into this Agreement of the one part and M/s</p> <p>...Binding Signature of [HSCC (India) Ltd.] as Executing Agency appointed by PGIMER, Chandigarh.</p>
7.	<p>Vol-I</p> <p>Notice Inviting e-Tender</p> <p>Online item rate bids are invited by HSCC (India) Limited on behalf of PGIMER, Chandigarh for the works....</p>	<p>Online item rate bids are invited by HSCC (India) Limited as Executing Agency as appointed by PGIMER, Chandigarh for the works....</p>
8.	<p>Vol-I</p> <p>Chief General Manager (PG-I), HSCC (I) Ltd., For & on behalf of Director, PGIMER, Chandigarh</p>	<p>Chief General Manager (PG-I), HSCC (India) Ltd., As Executing Agency appointed by PGIMER, Chandigarh</p>
9.	<p>Vol-I, Page No. 4</p> <p>DISCLAIMER</p> <p>This document has been prepared by HSCC, on behalf of Director, PGIMER, Chandigarh.....</p> <p>.... PGIMER reserves the right not to proceed with the Project or to change the configuration of</p>	<p>This document has been prepared by HSCC (India) Ltd., as Executing Agency appointed by PGIMER, Chandigarh.....</p> <p>.... HSCC (India) Ltd.</p>

	the Project,.....	/PGIMER reserves the right not to proceed with the Project or to change the configuration of the Project,.....
10.	Vol-I, Page No. 5 EMPLOYER/ PRINCIPAL EMPLOYER: Director, PGIMER, Chandigarh.	EMPLOYER/ PRINCIPAL EMPLOYER: HSCC (India) Ltd.
11.	Vol-I, Page No. 5 1.1 PGIMER, Chandigarh through HSCC (I) Ltd. (the Executing Agency) invites online e- tenders for the above works detailed as under:	1.1 HSCC (India) Ltd. as Executing Agency appointed by PGIMER- Chandigarh invites online e- tenders for the above works detailed as under:
12.	Additional SCC 21.1 Terms of Payment 2) 20% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of equipments/items on pro-rata basis. 3) 10 % of BOQ contract rates after successful completion of trial run of 30 days from the date of handover to the client.	Terms of Payment 2) 20% of BOQ contract rates on satisfactory take over certificate by the Executing Agency after erection and installation, testing and commissioning of equipments/ items on pro-rata basis. 3) 10 % of BOQ contract rates after successful completion of trial run of 30 days from the date of handover to the Executing Agency.
13.	GCC 1.1 f. vii Page No. 3 Definitions "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.	As per revised definition of Employer.
14.	GCC 2.1. b Page No. 4	

	<p>Engineer's Duties and Authority</p> <p>..... Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.</p>	As per revised definition of Employer.
15.	<p>GCC 6.1, Page No. 8</p> <p>Custody and Supply of Drawings and Documents:</p> <p>..... In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Employer, who shall pay the cost thereof.</p> In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Institute.
16.	<p>GCC 6.4, Page No. 9</p> <p>Delay and Cost of Delay of Drawings:</p> <p>If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay then the Engineer shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under Clause 44.1 to 44.3.</p>	As per revised definition of Employer.
17.	<p>GCC 8.1, Page No. 10</p> <p>Contractor's General Responsibilities:</p> <p>The contractor shall promptly notify the Employer and the Engineer of any error, omission, fault or any other defect in the design of or specifications for the works which he discovers when reviewing the contract documents or in the process of execution of the works.</p>	As per revised definition of Employer.
18.	<p>GCC 10.1, Page No. 10</p>	

	<p>Performance Security:</p> <p>The Contractor shall provide security for his proper performance of the Contract to the Employer within 15 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of bank guarantee. The amount of the bank guarantee shall be 3 percent of the Contract Price. It shall be issued by a Nationalised bank of India. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.</p>	<p>As per revised definition of Employer.</p>
19.	<p>GCC 22.1, Page No. 19</p> <p>Damage to Persons and Property: The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:</p>	<p>Damage to Persons and Property: The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer / Institute against all losses and claims in respect of:</p>
20.	<p>GCC 24.1 Page No. 20</p> <p>Accident or Injury to Workmen:</p> <p>The Employer shall not be liable for or in respect of any damages or compensation payable to any workman other than for death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.</p>	<p>Accident or Injury to Workmen:</p> <p>The Employer/Institute shall not be liable for or in respect of any damages or compensation payable to any workman other than for death or injury resulting from any act or default of the Employer/Institute, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer/Institute against all such damages and compensation, other than those for which the Employer/Institute is liable as aforesaid, and against all</p>

		claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
21.	GCC 25.4 Page No. 22 Compliance with Policy Conditions: In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.	As per revised definition of Employer.
22.	GCC 26.1.b Page No. 22 Compliance with Statutes Regulations ... the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.	As per revised definition of Employer.
23.	GCC 28.1 Page No. 23 Patent Rights: The Contractor shall save harmless and indemnify the Employer from and against all claims and proceeding for or on account of infringement of any patent right, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.	The Contractor shall save harmless and indemnify the HSCC (India) Ltd. / PGIMER from and against all claims and proceeding for or on account of infringement of any patent right, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works

		and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
24.	GCC 29.1 Page No. 23 Interference with Traffic and Adjoining Properties The Contractor shall save harmless and indemnify the <i>Employer</i> in respect of all claims, proceedings, arising out of, or in relation to any such matters insofar as the Contractor is responsible therefor.	As per revised definition of Employer.
25.	GCC 42.1 b, c, d Page No. 35 & 36 Possession of Site and Access Thereto (b) The Employer will, with the Engineer's notice to commence the Works, (c) so much of the Site, and (d) such access as, in accordance with the Contract, is to be provided by the Employer,	As per revised definition of Employer.
26.	GCC 47.1 Page No. 38 Liquidated Damages for Delay: The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor.....	As per revised definition of Employer.
27.	GCC 54.3 Page No. 47 Customs Clearance: The Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works. But the ultimate	As per revised definition of Employer.

	responsibility for getting any required customs clearance shall be of the contractor.	
28.	<p>GCC 60.8 Page No. 55</p> <p>Time of Payment:</p> <p>The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47.1 to 47.2, be paid by the Employer to the Contractor within 30 days after the Contractor's monthly statement has been submitted to the Engineer for certification or, in the case of the Final Certificate pursuant to Sub-Clause 60.13, within 120 days after the agreed Final Statement and written discharge have been submitted to the Engineer for certification.</p>	As per revised definition of Employer.
29.	<p>GCC 67.3.1. b Page No. 64 & 65</p> <p>Arbitration:</p> <p>b) Conciliation has not been reached as per the provisions of Clause 67.2 Shall be referred to the Sole Arbitration of a person appointed by Designated Authority of the Executing Agency, HSCC (I) Ltd. from the panel of Arbitrators approved by Client/Employer. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of Arbitration duly satisfying the requirements of this clause.</p>	<p>Arbitration:</p> <p>b) Conciliation has not been reached as per the provisions of Clause 67.2 Shall be referred to the Sole Arbitration of a person appointed by Designated Authority of the Executing Agency, HSCC (India) Ltd. from the panel of Arbitrators approved by Institute. Such Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of Arbitration duly satisfying the requirements of this clause.</p>
30.	<p>SCC 32.0 Page No. 20</p> <p>Guarantees</p> <p>Performance Guarantees, Retention money Guarantee and any insurance policies entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall</p>	As per revised definition of Employer.

	be payable to Employer.	
31.	<p>Vol-IV Technical Specification, Page. 23</p> <p>Bidder must ensure that the following equipment/items shall be from the same principal company/Manufacturer:</p> <ul style="list-style-type: none"> a. Control Panels & Manifold for O₂, N₂O & CO₂ b. Medical air plant c. Medical Vacuum Plant d. AGSS Plant e. Area & Master Alarm f. All types Outlets g. AVSU h. Line Isolation i. Valves <p>High Pressure tubes</p>	<p>Bidder must ensure that the following equipment/items shall be from the same principal company/Manufacturer:</p> <ul style="list-style-type: none"> a. Control Panels & Manifold for O₂, N₂O & CO₂ b. Medical air plant c. Medical Vacuum Plant d. AGSS Plant e. Area & Master Alarm f. All types Outlets g. AVSU h. Line Isolation i. Valves j. High Pressure tubes k. Oxygen Flow Meter with Humidifier Bottle l. Ward Vacuum Unit m. Theatre Vacuum Unit
32.	<p>Fully Automatic Oxygen Control Panel:</p> <p>The Control Panel shall include two pressure relief valves, one high pressure approx. 350 psi and one low pressure approx. 75 psi.</p> <p>Request: The Control Panel shall include two pressure relief valves, one high pressure approx. 230 / 350 psi and one low pressure approx. 75 psi.</p> <p>The High-Pressure regulators are set at 230 Psi or above and may vary from one manufacturer to other. We request you to kindly revise the High-Pressure regulators from 350 Psi to 230 / 350 Psi.</p>	Tender terms & conditions prevail.
33.	<p>Fully Automatic Oxygen Control Panel:</p> <p>The Automatic Control Panel should be installed in such a way to meet the peak flow requirement of the Hospital/Institute.</p>	Tender terms & conditions prevail.

	<p>Request:</p> <p>To be deleted from the technical specification of tender.</p> <p>This paragraph is contradicting with tender BOQ and Flow rate mentioned in the tender. Incase you require additional Control panel, same should be added in tender BOQ as it is invalid to ask for additional Control Panel in the cost of 1 no. Control Panel as mentioned in tender BOQ. Kindly delete this paragraph from technical specifications of tender documents.</p>	
34.	<p>Oxygen Manifold Supply System</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Request: It should be certified for BIS/US FDA / European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed / NFPA Compliance.</p> <p>In NFPA standard, only Control Panel of Manifold is UL / ETL Listed, however Manifold Supply System is NFPA Compliant only, hence we request you to kindly incorporate NFPA compliance for all those bidders who are quoting as per NFPA standard.</p>	Tender terms & conditions prevail.
35.	<p>Oxygen Manifold Supply System</p> <p>The cylinder should be placed with the help of cylinder brackets and fixing chains which should be galvanized.</p> <p>Request: To be deleted from tender specification</p> <p>NFPA doesn't mandate to install cylinder brackets and fixing chain with Manifold due to its design, however the same is a mandatory requirement of HTM / ISO Standards and not applicable for those who are bidding as per NFPA Standard. You are therefore requested to kindly delete standard specific requirement from</p>	Tender terms & conditions prevail.

	tender.	
36.	<p>Emergency Oxygen Manifold (Without Cylinders)</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Request: It should be certified for BIS/US FDA / European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed / NFPA Compliance.</p> <p>In NFPA standard, only Control Panel of Manifold is UL / ETL Listed, however Manifold Supply System is NFPA Compliant only, hence we request you to kindly incorporate NFPA compliance for all those bidders who are quoting as per NFPA standard.</p>	Tender terms & conditions prevail.
37.	<p>Emergency Oxygen Manifold (Without Cylinders)</p> <p>The cylinder should be placed with the help of cylinder brackets and fixing chains which should be galvanized.</p> <p>Request: To be deleted from tender specification.</p> <p>NFPA doesn't mandate to install cylinder brackets and fixing chain with Manifold due to its design, however the same is a mandatory requirement of HTM / ISO Standards and not applicable for those who are bidding as per NFPA Standard. You are therefore requested to kindly delete standard specific requirement from tender.</p>	Tender terms & conditions prevail.
38.	<p>Oxygen Flow meter with Humidifier Bottle</p> <p>The humidifier bottle is made of unbreakable & reusable polycarbonate / polysulfone / polypropylene material autoclavable at 121 degree centigrade.</p> <p>Request: The humidifier bottle is made of unbreakable & reusable polycarbonate / polysulfone / polypropylene material autoclavable at 134</p>	Tender terms & conditions prevail.

	<p>degree centigrade.</p> <p>Please be informed that polysulfone / polypropylene material is autoclavable at 134 Deg C instead of 121 Deg. We request you to kindly delete the same.</p>	
39.	<p>LIQUID MEDICAL OXYGEN STORAGE TANK</p> <p>Product: The liquid medical oxygen (LMO) supplied at site should be of IP grade. The LMO supplied should comply with all relevant SMPV regulations and standards under the preview of the Indian Drugs and Cosmetic Act rules. They should also satisfy the IP 2007 specifications.</p> <p>Request:</p> <p>To be deleted from the technical specification.</p> <p>Since filling of Gas is not in the scope of MGPS Bidder in the LMO tank, hence we request you to kindly delete the said information from the technical specification of the tender, which is irrelevant for LMO tank supplier.</p>	<p>Filling of Gas in LMO tank is not in the scope of MGPS Bidder.</p>
40.	<p>LIQUID MEDICAL OXYGEN STORAGE TANK</p> <p>Vaporiser Coil</p> <p>Duty cycle: Continuous duty</p> <p>Request:</p> <p>Duty Cycle: 6-8 hours</p> <p>The Duty Cycle of vaporizer coil is 6-8 hours only. You are requested to amend the same.</p>	<p>Tender terms & conditions prevail.</p>
41.	<p>LIQUID MEDICAL OXYGEN STORAGE TANK</p> <p>Safety Fittings - • Vessel low liquid level alarm</p> <p>Request:</p> <p>To be deleted</p> <p>In Safety Fitting, Vessel Low Liquid level alarm is not required since low pressure alarm will be provided. Kindly delete the same.</p>	<p>Tender terms & conditions prevail.</p>

42.	<p>LIQUID MEDICAL OXYGEN STORAGE TANK</p> <p>Bidder should include all installation, material (Copper pipes fittings etc) trenches and labour etc charges as per site condition for interconnection.</p> <p>To be mentioned in the BOQ of tender.</p> <p>Trenches, if required to be installed at site may please be considered in the tender BOQ. Kindly mention the same, if required or delete from the technical specification as it involves high cost.</p>	Tender terms & conditions prevail.
43.	<p>Fully Automatic Nitrous Oxide Control Panel</p> <p>The Control Panel shall include two pressure relief valves, one high pressure approx. 350 psi and one low pressure approx.75 psi.</p> <p>Request:</p> <p>The Control Panel shall include two pressure relief valves, one high pressure approx. 230 / 350 psi and one low pressure approx.75 psi.</p> <p>The High-Pressure regulators are set at 230 Psi or above and may vary from one manufacturer to other. We request you to kindly revise the High-Pressure regulators from 350 Psi to 230 /350 Psi.</p>	Tender terms & conditions prevail.
44.	<p>Fully Automatic Nitrous Oxide Control Panel</p> <p>The Automatic Control Panel should be installed in such a way to meet the peak flow requirement of the Hospital/Institute.</p> <p>Request:</p> <p>To be deleted from the technical specification of tender.</p> <p>This paragraph is contradicting with tender BOQ and Flow rate mentioned in the tender. In case you require additional Control panel, same should be added in tender BOQ as it is invalid to ask for additional Control Panel in the cost of 1 no. Control Panel as mentioned in tender BOQ. Kindly delete this paragraph from technical specifications of tender documents.</p>	Tender terms & conditions prevail.
45.	<p>Nitrous Oxide Manifold (Without Cylinders)</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or</p>	Tender terms & conditions prevail.

	<p>American ETL/ UL/BIS listed.</p> <p>Request: It should be certified for BIS/US FDA / European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed / NFPA Compliance.</p> <p>In NFPA standard, only Control Panel of Manifold is UL / ETL Listed, however Manifold Supply System is NFPA Compliant only, hence we request you to kindly incorporate NFPA compliance for all those bidders who are quoting as per NFPA standard.</p>	
46.	<p>Nitrous Oxide Manifold (Without Cylinders)</p> <p>The cylinder should be locked with the help of cylinder brackets and fixing chains which should be galvanized.</p> <p>Request: To be deleted from tender specification</p> <p>NFPA doesn't mandate to install cylinder brackets and fixing chain with Manifold due to its design, however the same is a mandatory requirement of HTM / ISO Standards and not applicable for those who are bidding as per NFPA Standard. You are therefore requested to kindly delete standard specific requirement from tender.</p>	Tender terms & conditions prevail.
47.	<p>Emergency N2O Manifold (Without Cylinders)</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Request: It should be certified for BIS/US FDA / European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed / NFPA Compliance.</p> <p>In NFPA standard, only Control Panel of Manifold is UL / ETL Listed, however Manifold Supply System is NFPA Compliant only, hence we request you to kindly incorporate NFPA compliance for all those bidders who are quoting as per NFPA standard.</p>	Tender terms & conditions prevail.

48.	<p>Emergency N2O Manifold (Without Cylinders)</p> <p>The cylinder should be placed with the help of cylinder brackets and fixing chains which should be galvanized.</p> <p>Request:</p> <p>To be deleted from tender specification.</p> <p>NFPA doesn't mandate to install cylinder brackets and fixing chain with Manifold due to its design, however the same is a mandatory requirement of HTM / ISO Standards and not applicable for those who are bidding as per NFPA Standard. You are therefore requested to kindly delete standard specific requirement from tender.</p>	Tender terms & conditions prevail.
49.	<p>AREA VALVE SERVICE UNIT</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Request:</p> <p>It should be certified for BIS/US FDA / European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed / NFPA Compliance.</p> <p>In NFPA standard, only Control Panel of Manifold is UL / ETL Listed, however Manifold Supply System is NFPA Compliant only, hence we request you to kindly incorporate NFPA compliance for all those bidders who are quoting as per NFPA standard.</p>	Tender terms & conditions prevail.
50.	<p>Site Modification</p> <p>Bidder should be responsible for all building works including Civil, Foundation, Trench, PHE, Fire Fighting, Electrical, HVAC for successful completion of MGPS Plant, Manifold, and Pipeline installation and commissioning throughout the proposed blocks/buildings.</p>	Tender terms & conditions prevail.

	<p>Request:</p> <p>Bidder should be responsible for successful completion of MGPS Plant, Manifold, and Pipeline installation and commissioning throughout the proposed blocks/buildings as per the Bill of Quantities</p> <p>MGPS Bidder scope of work is confined to SITC of MGPS work only as per bill of quantities of tender.</p> <p>Any other work like Civil, Foundation, Trench, PHE, Fire Fighting, Electrical, HVAC is required to be done through respective agency as they have specialization in there respective areas.</p>	
51.	<p>Responsibility of Bidder</p> <p>Bidder shall be responsible for free maintenance of all component of Gas pipeline system during warranty period including all filters & consumables.</p> <p>Kindly delete “including all filters & consumables”.</p> <p>Consumables are those accessories which are consumed as per client usage / requirement and it is invalid to add the cost of consumable items like filters and other consumables in bidder scope, since actual requirement can’t be / measured / considered at the time of tender. Hence the same must be deleted from bidders responsibility. However the same can be procured through bidder on chargeable basis by hospital as and when required.</p>	Tender terms & conditions prevail.
52.	<p>Bidder should be responsible for suitable arrangement of heat dissipation, Ventilation/Air-condition as per offered MGPS plant requirement/recommendation from the Manufacturer and as per local site condition for 24 x 7 as per requirement. Bidder should also take care of arrangement for AC and Exhausts as the MGPS Plant may run 24x7 as per the requirement. In the case of AC, suitable TR of AC (Split AC / Ductable with exhausts) price to</p>	Tender terms & conditions prevail.

	<p>be included in Turnkey works.</p> <p>To be added in the BOQ of tender, if required or to be deleted from the technical specification of tender.</p> <p>Since Air Conditioning is equipment, which is also a costly item, hence pricing of the same can't be absorbed. Kindly mention the same in tender BOQ.</p>	
53.	<p>Bidder should be responsible for dedicated earthing (Chemical type) for MGPS Plant room (If required)</p> <p>Request: To be added in Tender BOQ, if required.</p> <p>Bidders scope of work is confined to SITC Of MGPS only. Chemical Earthing is not our specialization, hence it should be deleted from our scope and to be added in the scope of work of Electrical contractor or the same should be considered in tender BOQ to enable us to give quote.</p>	Tender terms & conditions prevail.
54.	<p>Zoning of MGPS should be done to meet the peak flow requirement with suitable back up arrangements for all services, if required.</p> <p>Request: Zoning of MGPS should be done to meet the peak flow requirement.</p> <p>Back up arrangements for all services, if required should be clearly specified in the BOQ of tender, as it is on extra cost. Please clarify and confirm.</p>	Tender terms & conditions prevail.
55.	<p>Bill of Quantities</p> <p>Medical Air Plant (Package Unit) including electrical control panel: Supply, Installation, testing and commissioning medical air plant having a minimum system capacity of 13000 LPM with 3000 LPM standby as per laid down standard as per specification.</p> <p>Request: Medical Air Plant (Package Unit) including</p>	Tender terms & conditions prevail.

	<p>electrical control panel: Supply, Installation, testing and commissioning medical air plant having a minimum system capacity of 12000 - 13000 LPM with 2500 - 3000 LPM standby as per laid down standard as per specification.</p> <p>The capacities mentioned of Medical Air Plant is Fixed type and it is not feasible for any bidder to match up exactly with the required capacities, hence we request you to kindly give a window in capacities as stated.</p> <p>The OD thickness mentioned of 108 mm is 1.5 mm thick instead of 1.2 mm, kindly correct the same.</p>	
56.	<p>BOQ</p> <p>Copper Pipes</p> <p>108 mm OD X 1.2mm thick</p> <p>Request:</p> <p>108 mm OD X 1.5mm thick</p> <p>The OD thickness mentioned of 108 mm is 1.5 mm thick instead of 1.2 mm, kindly correct the same.</p>	<p>Copper Pipes</p> <p>108 mm OD X 1.5mm thick</p> <p>Revised BOQ enclosed.</p>
57.	<p>BOQ</p> <p>To be added in the BOQ of tender</p> <p>Since the said is mentioned in the Responsibility of bidder, but the same has been missed out from the BOQ, hence we request you to kindly add the following:</p> <ol style="list-style-type: none"> 1) Chemical earthing for MGPS Plant Room – 1 Job 2) 20 TR Air Conditioning for MGPS Plant Room (Split AC/ Ductable with Exhaust) – 1 Set <p>Interconnection to Manifold with LMO Tank with necessary automatic switchover panel between</p>	<p>All said work will be part of turnkey works.</p>

	Kindly add these in the BOQ of tender	
58.	<p>Page 21</p> <p>The bidder must ensure that they have authorization from the manufacturer for the following equipment/items:</p> <ol style="list-style-type: none"> 1. Fully Automatic Oxygen Control Panel 2. Oxygen Flow meter 3. Fully Automatic Nitrous Oxide Control Panel 4. VACUUM SYSTEMS 5. MEDICAL AND SURGICAL AIR SYSTEM 6. ALARM SYSTEM 7. AREA VALVE SERVICE UNIT 8. BED HEAD PANELS 9. GAS OUTLETS 10. AGSS (Anesthetic Gas Scavenging System) <p>Kindly clarify if authorisation letters must be submitted along with the bid or after award of work</p>	Tender terms & conditions prevail.
59.	<p>Responsibility of bidder</p> <p>16. Third party quality certification of the MGMS equipment from SGS/TUV/Lloyds/Bureau Veritas should be submitted as “Certifies that the MGMS equipment meets the technical specification and BOQ of the tender document”.</p> <p>The bill of entry of all imported items must mention the name of project and quantity as required in this project.</p> <p>To ensure the genuineness, authenticity, originality of the imported product is very important to mention this clause failing which some bidders offer locally made products in lieu of quoted imported products by manipulating the packing and stickers. This clause was included in the HITES TENDER also. Tender no.HITES/PCD/PMSSY-IV/02/MGPS/18-19 & HITES/PCD/AIIMS-IV/14/MGPS/18-19 DT. 14.02.2019</p>	Tender terms & conditions prevail.
60.	<p>General</p> <p>Telemetry system for entire medical gas pipeline</p>	Tender terms & conditions prevail.

	<p>system</p> <p>Since you have asked for telemetry under 1.5 LIQUID MEDICAL OXYGEN STORAGE TANK</p> <p>We request that telemetry system be included for the entire gas pipeline system. Telemonitoring facility enhances early detection of faults and for provides a better support system.</p>	
61.	<p>Third party test certificate from agencies like TUV/SGS/Lloyds/Bureau veritas/ Intertek and manufacturer test report for the items/equipment should be provided at the time of pre-despatch inspection</p> <p>This clause is provided in MOT tender but not in MGMS. Kindly include.</p>	Tender terms & conditions prevail.
62.	<p>Wherever makes have not been specified for certain items, the same shall be as per BIS or as per approval of HSCC.</p> <p>This clause is provided in MOT tender but not in MGMS. Kindly include.</p>	Tender terms & conditions prevail.
63.	<p><u>Vol 4 Technical Specification - Against all items</u></p> <p>"It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed. " wherever mentioned</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazette is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO:</p>	Tender terms & conditions prevail.

	7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufacturer in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.	
64.	<p>SCC Page No 19 29.0 Performance Security</p> <p>29.1 Within 15 days of receipt of the notification of Award from the Executing Agency, the successful Bidder shall furnish to the Executing Agency a Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 3 percent of the Contract sum/awarded cost. The validity of the Performance Security shall be up to the end of the Defect Liability Period.</p> <p>SCC Page No 21 f) Retention Money at the rate of 2.5% shall be deducted from each Interim Payment Certificate subject to the maximum of 2.5% of the contract price.</p> <p>g) The Retention Money shall, subject to Clause 60.6 (a) & 60.6 (b) of General Conditions of Contract, become due and shall be paid to the Contractor on completion of Defect Liability Period.</p> <p>Kindly note that we are an MSME contractor for Supply , Installation, Testing and Commissioning of Medical Gas Pipeline System. As per the provision given by MSME's by GOVT of India, the Performance Security is reduced to 3%.</p> <p>So please not that total performance security shall be maximum 3%.</p> <p>But as per the tender conditions mentioned following securities are considered.</p> <p>a) Retention 2.5% till the end of Defect Liability Period</p> <p>b) Performance security of 3% till the End of Defect Liability Period.</p> <p>Kindly note that this add to 5.5% security till the end of defect liability period; We request you to reduce this burden to a maximum of 3% by</p>	Tender terms & conditions prevail.

	<p>issuing the following amendment.</p> <p>a) Retention 2.5% shall be released after the commissioning of the system. And performance security shall be released after the defect liability period or vice versa</p>	
65.	<p>1.1 Fully Automatic Oxygen Control Panel:</p> <p>Automatic control panel should be constructed in accordance with the requirement of international standards. The fully automatic oxygen control panel should comply with HTM 02-01/NFPA 99C/DIN/EN/ISO-7396-1 standards.</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/UL/BIS listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazette is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supercedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
66.	<p>1.2 Oxygen Manifold Supply System (without Cylinders)</p> <p>The size of Manifolds should be as mentioned in BOQ of respective Institute and</p>	Tender terms & conditions prevail.

	<p>it shall be compatible with Class-D type bulk cylinders.</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
67.	<p>1.3 Emergency Oxygen Manifold (without Cylinders)</p> <p>The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall be compatible with Class-D type bulk cylinders. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also</p>	Tender terms & conditions prevail.

	<p>supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
68.	<p>1.4 Oxygen Flow meter with Humidifier Bottle</p> <p>I) It should be certified for BIS/US FDA/European CE certified with 4 digit notified body number/American ETL/ UL Listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
69.	<p>2. NITROUS OXIDE SYSTEM</p> <p>2.1 Fully Automatic Nitrous Oxide Control Panel The fully automatic N2O control panel should comply with HTM 02-01/ NFPA 99 C/ EN /DIN/ISO 7396-1 STANDARD. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular</p>	Tender terms & conditions prevail.

	<p>number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
70.	<p>2.2 Nitrous Oxide Manifold (Without Cylinders) The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall be compatible with Class-D type bulk cylinders. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.

71.	<p>2.3 Emergency N2O Manifold (Without Cylinders)</p> <p>The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall be compatible with Class-D type bulk cylinders. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
72.	<p>3. MEDICAL AND SURGICAL AIR SYSTEM</p> <p>Air-cooled Oil-Less compressors for continuous duty application with highest output of compressed air, low power consumption and very low vibration resulting in low noise level. The medical air plant shall fully comply with the requirements of the HTM 02-01/ NFPA 99C/EN/DIN/ISO 7396-1. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed. (In-case of NFPA 99c the control panel of plant must be B I S / UL Listed and it should be ensured that the control panel of the same manufacturer is used in the system offered).</p>	Tender terms & conditions prevail.

	<p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration. Hence you need to remove the particular type of air compressor instead ask for as per IS: ISO:7396 requirement allowed under CDSCO.</p>	
73.	<p>Stage 1: Coalescing filter upstream of the desiccant dryer for removing liquid water particles down to 1micron. Stage 2: Particulate filter after the desiccant dryer for dust protection and removing particles down to 1 micron. Stage 3: Bacteria filter for removing particles down to 0.01 micron. Purity should be tested as per the standard recommendation of manufacturers' test certificate. The plant control and power management system shall monitor the safe operation of the plant, providing signal into the alarm system as per the requirements of the standard.</p> <p>The compressor system should have-</p> <ol style="list-style-type: none"> 1. Intake filter Check Valve Delivery pipe or as per guideline of standard to be followed. 2. Mounting on air tank along with all standard fittings viz. safety valve, pressure gauge, delivery valve, drain valve etc. 3. Bidder shall provide all electric control panels, starters etc required for proper functioning of motor. 4. Desiccant Air Dryer – 2 nos. (Duplex) 	Tender terms & conditions prevail.

- 5. 2-Stage or more Breathing Air Filters – 2 sets (Duplex)
- 6. Outlet pressures for drills/equipment and ventilators should be a minimum of 7 bar and 4 bar respectively.
- 7. Duplex pressure reducing station

3.3 Air Treatment Module

The air treatment module should include dual dryers, dual filtration system and a dew point transmitter with local audible and visual signals and dry contacts for remote monitoring. The components should be mounted on a common base with interconnecting copper/brass piping and upstream and downstream isolation valves. The isolation valves must allow either set of components to be serviced without shutting down the system. Dryers should be of heatless desiccant design and sized to provide for the peak calculated demand. The desiccant dryers should be equipped with dew point dependent switching feature to minimize the need for purge air. The dual filtration system should remove liquid and particulate matter, consisting of 0.5 micron coalescing filters with differential pressure indicators and automatic drain, airline pressure regulators with gauges, final pressure relief valve, and sampling valve. Each bank should consist of three stage treatment. Digital dew point monitor is to be supplied with alarm contacts as per requirement of the standard.

We draw your attention to Dual Air Filtration System requirement mentioned in clause 3.1 and 3.3;

Requirements are contradicting as 3.1 is asking for 3 stage filtration with

Coalescing filter	-	1	micron
Particulate Filter	-	1	micron
Bacterial filter	-	0.01	micron

But as per 3.3 , specification is asking for 3 stage filtration with 0.5 micron Coalescing filter.

We request you to consider this contradiction in filtration requirement.

	Hence kindly review the specification and clarify the same.	
74.	<p>4. VACUUM SYSTEMS</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed. (In-case of NFPA 99c the control panel plant must be B I S / ETL/UL Listed (i t s h o u l d b e e n s u r e d t h a t t h e control panel of the same manufacturer is used in t h e system offered) and should comply with HTM02-01/ NFPA 99C/EN/DIN/ISO 7396-1</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:1SO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
75.	<p>5. Ward Vacuum Units</p> <p>7. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under</p>	Tender terms & conditions prevail.

	<p>CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
76.	<p>6. Theatre Vacuum unit for OT</p> <p>It must consist of the following: - 8. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipment must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
77.	<p>7. AGSS (Anesthetic Gas Scavenging System) Plant</p> <p>Anaesthetic Gas Scavenging System (AGSS) of minimum 1800 LPM as primary & 1800 LPM as Standby. It should be certified for BIS/US</p>	Tender terms & conditions prevail.

	<p>FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed. (In case of NFPA.99c the Control panel of Plant must be BIS/UL/ETL Listed (i t s h o u l d b e e n s u r e d t h a t t h e control panel of the same manufacturer is used in t h e system offered) and should comply with HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396-1.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
78.	<p>9. GAS OUTLETS</p> <p>Terminal Units (Gas Outlets) with probes/Adaptors for O2, N2O, Compressed Air 4, Air 7, AGSS, Vacuum The Medical gas outlets shall confirm to HTM 02-01/ NFPA 99 C/EN/DIN/ ISO7396-1 standard.</p> <p>Outlets should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also</p>	Tender terms & conditions prevail.

	<p>being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
79.	<p>10. AREA VALVE SERVICE UNIT</p> <p>Area valve service units should fully comply and meet with HTM 02-01/NFPA99C/EN/DIN/ISO7396-1, It should provide a zone isolation facility for use either in an emergency or for maintenance purpose The Area Valve Service Unit should incorporate a ball valve with NIST/else connectors either side mounted in a lockable box with emergency access or as per guideline of standard to be followed. It should be reliable and easy to operate and must have NIST connectors facilitate easy purge, sample & pressure testing and emergency supply system or as per guideline of standard to be followed. Medical gas/vacuum services should be fixed copper, piped to and from their respective area valve service units. A color coded service identity label should be fitted behind the valve handle.</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and</p>	Tender terms & conditions prevail.

	<p>any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
80.	<p>11. ALARM SYSTEM</p> <p>11.1 Master Alarm</p> <p>Should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed. Complies with HTM 02-01 / NFPA 99C/EN/DIN/ ISO 7396-1 standards. Each Master Alarm should be modular in design and be fitted with required number of master alarm modules. The master alarms should be capable to monitor minimum 30-40 Point. Each point represents an alarm condition that the source equipment might have. When an alarm condition exists, a red light flashes and the audible alarm sounds. If several alarm conditions occur simultaneously, the most recent alarm light should flash, while the other alarm lights should remain lit. When an alarm condition is created, an audible alarm should be actuated. A dry contact module should be available to interface with a building management system. The box material should be of gauge steel of requisite thickness and equipped with mounting brackets. The alarm should have a digital display or as per standard. The emissions from alarms should conform with EMC standards or as per guideline of standard to be followed. Master alarm management system should be designed to display alarm conditions from the source supply units indicating the broad status of the</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory</p>	Tender terms & conditions prevail.

	<p>from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
81.	<p>11.2 Medical Gas Area Alarm</p> <p>The medical gas central alarms should be capable of monitoring up to 6 medical gas services(As specified in BOQ) by means of pressure sensors which detect deviations from the normal operating limits of either pressure or medical vacuum. The area alarm should have a digital display or as per standard. The medical gas area alarm should fully satisfy the HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396-1 requirements and should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supercedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must</p>	<p>Tender terms & conditions prevail.</p>

	have CDSCO registration.	
82.	<p>12. Line Isolation Valves</p> <p>The Lockable line valves must be degreased and complete valve with stuffed pipe & fittings, factory tested and complies with HTM 02-01/ NFPA99 C/EN/DIN/ISO 7396-1 standard.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supercedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supercedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	Tender terms & conditions prevail.
83.	<p>15 Horizontal Bed Head Panel</p> <p>It shall confirm to HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396-1. The design should be approved by the respective institute/HSCC before installation and it is responsibility of the bidder after getting order they have to discuss with respective institute and finalized the Bed Head Panel(Horizontal) as per site condition. Horizontal BHP should be of maximum 1200 mm for 2/3 gas outlet configuration, 1500 mm for 4/5 outlets configurations.</p> <p>It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that</p>	Tender terms & conditions prevail.

	<p>from 1st January 2018 all Medical Gas Pipeline System Equipments must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazzett is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
84.	<p>16. High pressure tubes for O2, N2O, Compressed Air & Vacuum It should be colour coded for individual services i.e. white for Oxygen, Blue for N2O and Yellow for Vacuum, Black for air. Antistatic rubber tube should be as per ISO standards. It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL listed.(The 200m Hose- Gas wise requirement should be taken from respective institute before supply total lengths should be 200m inclusive of all type. If institute requires more than payment will be made on actual basis as per finalized BOQ rate)</p> <p>Kindly note that as per Govt of India Circular number 78(E) Dated 31st January 2017 (a copy of same is attached for your quick reference) that from 1st January 2018 all Medical Gas Pipeline System Equipment must be covered under CDSCO (Central Drugs Standard Control Organisation) registration in India and mandatory from October 2021 (Govt of India Gazette is also being attached for your quick reference) now MGPS standard covered under IS:ISO: 7396 Indian CDSCO registration and this also supersedes all requirement of European CE and any other CE, USA FDA and ETL/UL, similarly IS:ISO:7396 standard (the same can be purchased from BIS office as hard copy) introduced by CDSCO supersedes NFPA-99, HTM-02-01, ISO: 7396, hence you tender needs to amended</p>	Tender terms & conditions prevail.

	<p>accordingly, which means all offered MGPS products manufactured in Indian or in foreign countries are being quoted by any bidder must have CDSCO registration.</p>	
85.	<p>Vol 4 Tech Specs page 22</p> <p>2. Bidder shall execute all required civil, foundation, trench works, electrical, fire safety, exhaust systems and other works as maybe required for complete installation and trouble-free functioning as a part of the 'turnkey work'.</p> <p>Bidder shall execute following turnkey works in addition to the works mentioned in the technical specification of tender:</p> <ul style="list-style-type: none"> - Providing and fixing of Exhaust fan with IS marked Motor and louver for ventilation of MGPS Plant room and Manifold room Only Electrical Power supply will be provided at one location inside the Plant room by client. - Air-conditioning (Ductable with exhaust) to run 24x7 inside the Plant room and Manifold room. - Providing and fixing of cable from local alarm panels (OTs & ICUs) - Construction of Overhead/Under Ground trench size approx. 1.5m x 1m as standard for interconnection between buildings/plant/manifold/etc block. - SITC of 3.5 core 185 sq.mm XLPE Cable as per IS: 7098 inside the gas manifold and plant room including Electrical Distribution Panel for plant & Manifold rooms. SITC of Electrical Distribution Panel for Plant & Manifold rooms. - Providing of dedicated chemical earthing for MGPS Plant room as per IS: 3043 - Wiring for exhaust fan point/call bell point with 1.5 sq mm FRLS PVC insulated copper conductor single core cable in surface/recessed medium plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc as required- <p>Group-A - Point = 30, Group-B- Point = 2 and</p>	Tender terms & conditions prevail.

	<p>Group-C- Point = 15</p> <p>Kindly note that , Majority the items mentioned under "Turn Key Work" are not coming under the expertise of a Medical Gas System providers and shall depend of subcontractors to get this done.</p> <p>Hence in order to have a fair evaluation of the tender and for better transparency and clarity you are requested to provide a detailed BOQ with specification and Makes for the following items.</p> <p>a) Providing and fixing of Exhaust fan with IS marked Motor and louver for ventilation of MGPS Plant room and Manifold room</p> <p>b) Construction of Overhead/Under Ground trench size approx. 1.5m x 1m as standard for interconnection between buildings/plant/manifold/etc block</p> <p>c) Air-conditioning (Ductable with exhaust) to run 24x7 inside the Plant room and Manifold room.</p>	
86.	<p>Vol 4 Tech Specs page 23</p> <p>5. Rota meters for measurement of consumption of Oxygen and Compressed air:</p> <p>Kindly note that requirement of Rotameter for the measurement of consumption of Oxygen and Compressed Air are not a standard requirement and also not recommended as per any of the International Standard. System are usually designed considering all the aspects and its part of the testing and validation procedure to ensure the performance of the system as per the design. And also each source equipment is tested for its performance at factory by the Manufacturer Hence request you to delete the requirementt of Rotameter for Oxygen and Compressed Air</p>	Tender terms & conditions prevail.
87.	<p>Vol 4 Tech Specs page 24</p> <p>15. Bidder must ensure that the following equipment/items shall be from the same principal company/Manufacturer:</p> <p><u>a. Control Panels & Manifold for O2, N2O & CO2</u></p> <p><u>b. Medical air plant</u></p> <p><u>c. Medical Vacuum Plant</u></p> <p><u>d. AGSS Plant</u></p> <p><u>e. Area & Master Alarm</u></p>	Tender terms & conditions prevail.

	<p><u>f. All types Outlets</u> <u>g. AVSU</u> <u>h. Line Isolation valves</u> <u>i. High Pressure tubes</u></p> <p>Please note this is a highly restricting tender condition and against the policy of equal opportunity for all, as this may be in favour of Imported Products, which is prohibited to add now once CDSCO requirement introduced by Govt of India.</p>	
88.	<p>21.0 Terms of Payment 21.1 For purposes of estimating the contract value of works executed for certificate of payment, the following norms shall be followed:</p> <p>1) 70 % of the BOQ contract rates on delivery of equipments/items at site after inspection and passing on pro-rata basis. 2) 20% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of equipments/items on pro-rata basis. 3) 10 % of BOQ contract rates after successful completion of trial run of 30 days from the date of handover to the client.</p> <p>Since the material cost itself will be around 90% of the total contract value. We request you to amend the payment terms as.</p> <p>1) 85 % of the BOQ contract rates on delivery of equipments/items at site after inspection and passing on pro-rata basis. 2) 10% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of equipments/items on pro-rata basis. 3) 5% of BOQ contract rates after successful completion of trial run of 30 days from the date of handover to the client.</p>	Tender terms & conditions prevail.
89.	<p>BOQ item LMO Tank 13KL + 13 KL with Vaporisers and Pressure Reducing Stn:Supply, installation, testing and commissioning complete with all accessories as per specification. Please remove Liquid Oxygen Tank from the</p>	Tender terms & conditions prevail.

	<p>scope of works as almost all MGPS Contractor do not have expertise to supply and Install Liquid Oxygen Tank similar do not supply Liquid Medical Oxygen, which is regular consumable gas for any hospital to purchase directly from liquid oxygen manufacturers. Under the circumstances this tender becomes restricted tender and we being experienced and eligible bidder as per your tender conditions are not able to bid. This is to inform you that almost all Govt and Private hospitals have their Liquid Oxygen Plant installed by the Liquid Oxygen Tank and liquid oxygen gas manufacturer who are always one company It is being installed by these LMO supply companies almost free of cost or with nominal annual rent including complete maintenance responsibility as they have interest to sell their liquid oxygen gas OR if you still want to purchase and unduly want to increase your capital cost you can even buy from them directly. With this hospital saves huge initial capital investment which is not required to be spent however if you do not want to save this money for some other causes you may upgrade your present MGPS specifications to International standards and can have all imported components which will fully comply to either NFPA 99 USA or HTM-0 2-01 UK</p>	
90.	<p>As per Page No. 1-2, Point No. 1, sub point 1.1 in Technical Specification Tender Document</p> <p>1. OXYGEN SUPPLY SYSTEM</p> <p>1.1 Fully Automatic Oxygen Control Panel :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturers.</p>	Tender terms & conditions prevail.

	<p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body.</p> <p>However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
91.	<p>As per Page No. 2, Point No. 1, sub point 1.2 in Technical Specification Tender Document</p> <p>1. OXYGEN SUPPLY SYSTEM</p> <p>1.2 Oxygen Manifold Supply System (without Cylinders) :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and</p>	Tender terms & conditions prevail.

	<p>discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be "US FDA/ European CE listed with notifying agency with 4 digit registration code" in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
92.	<p>As per Page No. 2-3, Point No. 1, sub point 1.3 in Technical Specification Tender Document</p> <p>1. OXYGEN SUPPLY SYSTEM</p> <p>1.3 Emergency Oxygen Manifold (without Cylinders) :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Request: Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p>	Tender terms & conditions prevail.

	<p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
93.	<p>As per Page No. 3, Point No. 1, sub point 1.4 in Technical Specification Tender Document</p> <p>1. OXYGEN SUPPLY SYSTEM</p> <p>1.4 Oxygen Flow meter with Humidifier Bottle :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer’s.</p> <p>&</p>	Tender terms & conditions prevail.

	<p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>ca</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
94.	<p>As per Page No. 9, Point No. 2, sub point 2.1 in Technical Specification Tender Document</p> <p>2. NITROUS OXIDE SYSTEM</p> <p>2.1 Fully Automatic Nitrous Oxide Control Panel :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of</p>	Tender terms & conditions prevail.

	<p>Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
95.	<p>As per Page No. 9-10, Point No. 2, sub point 2.2 in Technical Specification Tender Document</p> <p>2. NITROUS OXIDE SYSTEM</p> <p>2.2 Nitrous Oxide Manifold (Without Cylinders) :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under</p>	Tender terms & conditions prevail.

	<p>Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
96.	<p>As per Page No. 10, Point No. 2, sub point 2.3 in Technical Specification Tender Document</p> <p>2. NITROUS OXIDE SYSTEM</p> <p>2.3Emergency N2O Manifold (Without Cylinders) :</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate</p>	Tender terms & conditions prevail.

	<p>effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
97.	<p>As per Page No. 10-11, Point No. 3 in Technical Specification Tender Document</p> <p>3. Medical and Surgical Air System</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed. (In-case 99c the control panel of plant must be BIS /UL Listed and it should be ensured that the control panel of the same manufacturer is used in the system offered).</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate</p>	Tender terms & conditions prevail.

	<p>effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
98.	<p>As per Page No. 13, Point No. 4 in Technical Specification Tender Document</p> <p>4. Vacuum Systems</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed. (In-case 99c the control panel of plant must be BIS /UL Listed (it should be ensured that the control panel of the same manufacturer is used in the system offered) and should comply with HTM02-01/NFPA 99C/EN/ DIN/ISO 7396-1.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate</p>	Tender terms & conditions prevail.

	<p>effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
99.	<p>As per Page No. 14-15, Point No. 5 in Technical Specification Tender Document</p> <p>5. Ward Vacuum Units</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per</p>	Tender terms & conditions prevail.

	<p>the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
100.	<p>As per Page No. 15, Point No. 6 in Technical Specification Tender Document</p> <p>6. Theatre Vacuum unit for OT</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p>	Tender terms & conditions prevail.

	<p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
101.	<p>As per Page No. 15-16, Point No. 7 in Technical Specification Tender Document</p> <p>7. AGSS (Anesthetic Gas Scavenging System) Plant</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed. (In-case 99c the control panel of plant must beBIS /UL Listed (it should be ensured that the control panel of the samemanufacturer is used in the system offered) and should comply with HTM02-01/NFPA 99C/EN/ DIN/ISO 7396-1.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer’s.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p>	Tender terms & conditions prevail.

	<p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
102.	<p>As per Page No. 17-18, Point No. 9 in Technical Specification Tender Document</p> <p>9. Gas Outlets</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer’s.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p>	Tender terms & conditions prevail.

	You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.	
103.	<p>As per Page No. 18, Point No. 10 in Technical Specification Tender Document</p> <p>10. Area Valve Service Unit</p> <p>....It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly Delete this clause, kas this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be "US FDA/ European CE listed with notifying agency with 4 digit registration code" in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	Tender terms & conditions prevail.
104.	As per Page No. 18-19, Point No. 11, sub point 11.1 in Technical Specification Tender Document	Tender terms & conditions prevail.

	<p>11.1 Alarm System</p> <p>....Should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed. Complies with HTM 02-01/NFPA 99C/EN/DIN/ ISO 7396-1 Standard.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be “US FDA/ European CE listed with notifying agency with 4 digit registration code” in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
105.	<p>As per Page No. 19, Point No. 11, sub point 11.2 in Technical Specification Tender Document</p> <p>11.2 Medical Gas Area Alarm</p> <p>....HTM 02-01/NFPA 99C/EN/DIN/ ISO 7396-1</p>	Tender terms & conditions prevail.

	<p>requirements and should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be "US FDA/ European CE listed with notifying agency with 4 digit registration code" in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
106.	<p>As per Page No. 19-20, Point No. 15 in Technical Specification Tender Document</p> <p>15 Horizontal Bed Head Panel</p> <p>...It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p>	Tender terms & conditions prevail.

	<p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be "US FDA/ European CE listed with notifying agency with 4 digit registration code" in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
107.	<p>As per Page No. 20, Point No. 16 in Technical Specification Tender Document</p> <p>16 High Pressure tubes for O2, N2O, Compressed Air & Vacuum</p> <p>...It should be certified for BIS/US FDA/European CE Certified with 4 digit notified body number or American ETL/ UL/BIS listed.</p> <p>Kindly Delete this clause, as this is against govt. norms & rules.</p> <p>As per Government of India, Notification Ministry of Health & Family Welfare vide Dated: 05.11.2019 (Copy attached) USFDA/ European CE Listed Products is restrictive and</p>	Tender terms & conditions prevail.

	<p>discriminatory for Indian manufacturer's.</p> <p>&</p> <p>Also as per DPIIT (Department for Promotion of Industry and Internal Trade), GOI, under Ministry of Commerce & Industry that the Make in India should be preferred with immediate effect vide notification no. : P-45021/2/2017-PP(BE-II) dated 16th Sep-2020.</p> <p>The Copy of the same is attached herewith.</p> <p>CE Certification is not mandatory anymore as per the CE European Body. However Self Certification is allowed. Copy of the CE Notification is attached herewith.</p> <p>Therefore you are requested to dilute and also delete be "US FDA/ European CE listed with notifying agency with 4 digit registration code" in the specification.</p> <p>You are requested to please dilute the clause to enable wider participation that will also enable more competition, better quality and save the ex-chequer huge amounts of monies.</p>	
108.	<p>Page no. 5, Point no. 1.2 Completion Period.</p> <p>5 Months from the date of order of commencement.</p> <p>Request: 6 Months from the date of order of commencement.</p> <p>As per on ground execution experience 5 month timeline is very less to execute the complete work, hence kindly amend the same</p>	Tender terms & conditions prevail.
109.	<p>Page no. 5, Point no. 2.2 (ii) Pre-Qualification Criteria.</p> <p>Experience of having successfully completed similar work during last 7 years ending previous day of last date of submission of tender should be either of the following:</p> <p>Three similar completed works costing not less</p>	Tender terms & conditions prevail.

	<p>than the amount equal to 40% of the estimated cost of work.</p> <p>Or</p> <p>Two similar completed works costing not less than the amount equal to 50% of the estimated cost of work.</p> <p>Or</p> <p>One similar completed works costing not less than the amount equal to 80% of the estimated cost of work.</p> <p>Similar nature of works means successful completion of Supply, Installation, testing and commissioning of Medical Gas Manifold System in India.</p> <p>Request:</p> <p>Experience of having successfully completed similar work during last 7 years ending previous day of last date of submission of tender should be either of the following:</p> <p>Three similar completed works costing not less than the amount equal to 40% of the estimated cost of work.</p> <p>Or</p> <p>Two similar completed works costing not less than the amount equal to 50% of the estimated cost of work.</p> <p>Or</p> <p>One similar completed works costing not less than the amount equal to 80% of the estimated cost of work.</p> <p>Similar nature of works means successful completion of Supply, Installation, testing and</p>	
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	<p>commissioning of Medical Gas Manifold System in India / Aboard</p> <p>Having examined tender document we found that all specification are imported as well as seems like global tender, hence you are requested to kindly allow to international experience for better participation in the tender, which will save exchequer of GOI.</p>	
110.	<p>Page no. 35 Vol03, Point no. 21.0 Terms of Payment</p> <ol style="list-style-type: none"> 1. 70 % of the BOQ contract rates on delivery of equipments / items at site after inspection and passing on pro-rata basis. 2. 20% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of Equipments / items on pro-rata basis. 3. 10% of BOQ contract rates after successful completion of trail run 30 days from the date of handover to the client. <p>Request:</p> <ol style="list-style-type: none"> 1. 75 % of the BOQ contract rates on delivery of equipments / items at site after inspection and passing on pro-rata basis. 2. 15% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of Equipments / items on pro-rata basis. 3.10% of BOQ contract rates after successful completion of trail run 30 days from the date of handover to the client. <p>You are requested to kindly amend payment terms as well as give provision for Letter of credit to execute the project smoothly.</p>	Tender terms & conditions prevail.
111.	<p>Volume-I, Page no. 3,</p> <p>Period of Completion: 5 Months</p>	Tender terms & conditions prevail.

	<p>We request the period of completion should be 8 months after approval of drawings. You would appreciate that quantum of this Project is large and arranging quantity of material takes time and resources. In the running site, we practically face many hindrances, problem in working comes. This is not mere supply of equipments, items like Oxygen, Nitrous, Carbon Dioxide Control Panel Manifolds, Medical Air, Medical Vacuum, AGSS/WAGD, Gas Outlets, Alarm System, AVSU, Line Isolation Valve, HP Tube etc are from foreign soil for which procurement only starts after due approval of final drawing which is a time consuming process.</p> <p>We hereby request to kindly increase the completion schedule to 8 months.</p>	
112.	<p>Volume-I, Pre-Qualification Criteria; Page no. 5 & 6, Clause no. 2.2</p> <p>Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc. Experience of having successfully completed similar work during last 7 years ending previous day of last date of submission of tender should be either of the following:</p> <p>Three similar* completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">or</p> <p>Two similar* completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">or</p> <p>One similar* completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>*Similar nature of works means successful completion of supply, Installation, testing and commissioning of Medical Gas Manifold System in India.</p> <p>We request the clause of the tender should be further clarified as following was added in Tender no. HSCC/SES/MOT & MGMS/PGI/Sangrur/2018 dated 30.08.2018. In all the NBCC</p>	<p>“In case, the qualifying experience certificate is from Private sector/ Charitable Hospital, the vendor should submit the TDS certificate as a proof of having executed the said work.”</p>

	<p>Tender Documents this clause is mentioned.</p> <p>“In case, the qualifying experience certificate is from Private sector/ Charitable Hospital, the vendor should submit the TDS certificate as a proof of having executed the said work.”</p> <p>We are enclosing herewith the snippets for your kind reference & duly marked at Page no. 1 to 5 from Government Agencies NBCC (India) Ltd. and Project Implementation Unit, Gujarat about the TDS Certificate, which is clearly defined.</p> <p>The TDS certificate should be of same value as supporting document which will prove the authenticity of Private work completed. There should not be any room that any bidder plays with the private works, therefore the TDS Certificate should be made mandatory for the justification of the order value against the experience of similar nature of work.</p>	
113.	<p>Vol-I, Page 21-22, Annexure VII Check List</p> <p>Manufacturer’s Authorization Form</p> <p>Sir, We are surprised that Manufacturer's Authorisation Form is Missing/Not Asked. In all the earlier Tenders of M/s HSCC be it AIIMS Raibareli/Guntur/Nagpur/Kalyani/Shimla/LHMC etc. Manufacturer Authorisation is always asked in the Tender and the Form is always available in Vol-III (SCC). Whereas in the present tender it is missing. We understand like Civil Tenders this practice is adopted. This is specialised job and life saving equipments are to be installed. It is not Mortar, Sand, Water Cement, Bricks etc.</p> <p>Sir, the Manufacturer's authorization letter serves to confirm that the representative company is authorized to provide the goods/services supplied by the Manufacturer, including any warranty obligations and after sales support as may be required. Every action of that person become legal and valid.</p> <p>In the absense of Manufacturer Authorisation, the bidders can play and any sub-standard company/material will be used who has no locustandi. PGIMER institute is of National Imporance. Quality Product should be delivered.</p>	T

	<p>In the absence of MAF, quality will be compromised.</p> <p>We are giving e.g. of car specification that there should be 4 tyres, 1 air bag, engine, 4 doors, body etc. By looking onto this specs a bidder will only quote cheaper car price not high range car to win the tender. You will only get inferior product.</p> <p>After Tender Submission M/s HSCC forward query for Technical Compliance, M/s HSCC has chance to scrutinise and tighten up the things on Makes/Manufacturer Authorisation in comparison to Technical parameters of Tender.</p> <p>The products is to be used for 1 year DLP, 4 years CMC and thereafter spare parts are always required to run the system. To put lock on sub-standard Product & Make, Manufacturer Authorisation is very important. The manufacture authorisation brings transparency for bidders as well as M/s HSCC/Client. Manufacturer Authorisation is always asked in HSCC/HITES Tenders for authenticity & Credibility of the brand.</p> <p>So we request, Manufacturer Authorisation should be asked in Tender and Format as per earlier Tenders in SCC should be given.</p>	
114.	<p>Volume-I, Page no. 6, 2.2 (iii)</p> <p>Solvency Certificate</p> <p>Considering the estimated cost of the tender, we request M/s HSCC to be liberal & relaxed in terms of value of Solvency Certificate. We request 1 more option should be allowed i.e. Net Worth Certificate from Chartered Accountant . Sir, this qualification criteria is in practice in M/s HLL Infra Tech Services Ltd. Tenders.</p> <p>Average Net Worth: Eligible bidders should have an Average Net Worth (i.e. Assets minus Liabilities) for the last five years of not less than 10% of the cumulative estimated value of work to qualify in tender.</p> <p>Please appreciate in this way the bidder has the</p>	Tender terms & conditions prevail.

	<p>option to either submit Solvency Certificate or Net Worth Certificate by Chartered Accountant.</p> <p>Considering the estimated cost of the tender the bidder should be allowed with an option of Net Worth Certificate from Chartered Accountant or Solvency Certificate of 40% estimated cost. Needless to emphasise by this criteria more and more bidders will participate in the tender.</p>	
115.	<p>Volume-II, Page no. GCC-18, Clause no. 21.2 Scope of Cover</p> <p>21.2 Scope of Cover (b) the Contractor for his liability: (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and</p> <p>We request the Insurance Cover should be applicable upto handing over of goods and not upto DLP period as the insurance is meant for safe delivery of goods at the door step.</p> <p>Secondly, third party insurance is not applicable on us, as it is meant for any damage to other party, whereas no such things is applicable to us, therefore it should be deleted.</p> <p>Thirdly, what is the sum assured required of Insurance.</p> <p>We request for necessary amendment in this respect.</p>	Tender terms & conditions prevail.
116.	<p>Volume-II, Page no. GCC-37, Clause no. 44.1 & 44.3</p> <p>44.1 Extension of Time for Completion 44.3 Interim Determination of Extension</p> <p>As we are aware that Extension of Time for Completion is applicable to the contractor due to various reasons as mentioned in the respective clauses. Some times the civil work/infrastructure is not ready to perform MGPS activities, sometimes clearance is not granted by HSCC/Client or sometimes drawing is not approved etc etc. Under these conditions extension of time for completion should be granted by HSCC/Client as it is not attributable to the</p>	Tender terms & conditions prevail.

	<p>contractor.</p> <p>Secondly, it is in the practice that 10% of project value is deducted, we request it should be 5% of RA Bill.</p> <p>We keep writing letters, reminders, telephonically but EOT is always becomes daunting task. We request EOT matter should be sorted so that the contractor should not suffer.</p>	
117.	<p>Volume-II, Page no. GCC-43, Clause no. 52.2</p> <p>52.2 Power of Engineer to Fix Rates</p> <p>Sir we agree the quoted rates of all the items shall be firm and fixed and binding upon the contractor but we request the increase based on market rate analysis should be applicable on individual/particular item @ 20% rather than on the complete project value.</p> <p>For example Medical Air Compressor, Vacuum Plant, AGSS, Manifold quantity never/cannot increases so how project value will increase. Practically we have to understand that it is difficult for the contractor to keep on waiting for increase till the last item of BOQ.</p>	Tender terms & conditions prevail.
118.	<p>Volume-II, Page no. GCC-55, Clause no. 60.5</p> <p>Retention Money</p> <p>A retention amounting to 2.5% percent of the amounts, determined in accordance with the procedure set out in Sub-Clause 60.1 (h) shall be made by the Engineer in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of retention money (2.5% of Contract Price) as stated in the Appendix to Tender (Annexure - B)</p> <p>We request a total of 2.5% of the RA Bill should be deducted instead of 2.5% of the total project value. Kindly understand it is hard earned money after lot of efforts.</p>	Tender terms & conditions prevail.
119.	<p>Volume-II, Page no. GCC-39, Clause no. 47.2</p> <p>Reduction of Liquidated Damages</p> <p>We request liquidated damages for delay should</p>	Tender terms & conditions prevail.

	be deducted in ratio so as to reach 10% as stated in the tender. It should not be 10% in each bill.	
120.	<p>Volume-III, Page no. SCC-36, Clause no. 21.0 Terms of Payment</p> <p>For purposes of estimating the contract value of works executed for certificate of payment, the following norms shall be followed:</p> <ol style="list-style-type: none"> 1) 70 % of the BOQ contract rates on delivery of equipments/items at site after inspection and passing on pro-rata basis. 2) 20% of BOQ contract rates on satisfactory take over certificate by client after erection and installation, testing and commissioning of equipments/items on pro-rata basis. 3) 10 % of BOQ contract rates after successful completion of trial run of 30 days from the date of handover to the client. <p>We request, the payment terms should be amended as:</p> <ol style="list-style-type: none"> 1) 75% of the BOQ contract rates on delivery of equipments at site after inspection and passing on pro-rata basis. 2) 15% of BOQ contract rates after erection and installation, 3) 10% of BOQ contract rates after successful trial run of 30 days to M/s HSCC/Client on pro-rata basis. <p>Please appreciate, as soon as the work order is received, the contractor has to initiate necessary actions for successful execution of the work order. Among the very important, Contractor need to place order to the respective suppliers along with 100% payment because supplier will not wait till the completion of the project. Here it is worthwhile to say that contractor do not get 75% payment as 2.5% amount gets hold for Security from Running Bill; 1% towards Labour Cess; 3% towards Performance Bank Guarantee, 18% towards GST & in case of delay in supply then liquidated damages. After going through all this in the nutshell a contractor gets very less percentage of amount at the initial stage. It is just a eye wash that 70-75% payment will be released on pro-rata basis. Initial payment is the lifeline to the contractors, which gives relief up to some extent.</p>	Tender terms & conditions prevail.

	<p>With regard to 15% payment, please be noted that commissioning and handing over has no difference. After commissioning by our experience, most of the sites are not ready for handover such as civil work is not complete, hospital staff/Doctors are not available etc etc. Without any fault of contractor, he need to wait for the payment till the handing over takes place. Therefore this payment should be at the time of erection and installation.</p>	
121.	<p>Volume-III, Page no. SCC-28, Clause no. 41.0 Compliance of Statutory Obligations</p> <p>41.0 The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to HSCC/Client and ensure all follow up actions with the local authorities in this respect for smooth completion of the project.</p> <p>As we are aware that without disptach clearance from HSCC/Client the contractor cannot disptach the material. In the past executed/under execution projects of HSCC/Client, this becomes big challenge for contractor to get Dispatch Clearance. We keep writing letter, reminders, telephonically but dispatch clearance always becomes daunting task. We request dispatch clearance should be from site.</p> <p>We request this task should be sorted and should be made easy so that the tender delivery schedule should not hamfered.</p>	Tender terms & conditions prevail.
122.	<p>Common</p> <p>No Deduction from Running Bills</p> <p>We understand, a common ideology & practice has been adopted as that of M/s HLL Lifecare Ltd. in the present tender. While implementing all rules, we request there should not be any deductions with regard to retention of security amount etc.</p>	Tender terms & conditions prevail.
123.	<p>Common</p> <p>Performance of the Company</p> <p>We request, to kindly ensure that the bidder who</p>	Tender terms & conditions prevail.

	<p>has executed the similar nature of work who has worked in Government Hospital through Government Agencies such as M/s HSCC (India) Ltd., M/s HLL Lifecare Ltd, UPRNN, NBCC etc., the performance of the company should be satisfactory.</p>	
124.	<p>Common:</p> <p>Clarification of GST Rate:</p> <p>Kindly confirm the applicable GST Rate i.e. 12% or 18% as it is big amount involved.</p>	Tender terms & conditions prevail.
125.	<p>Page no. 10-13</p> <p>3. Medical and Surgical Air System</p> <p>- Variation of + 10% is missing</p> <p>Please appreciate throughout the worldwide , the Models and the Capacity (LPM) of Air System are Pre-Defined by Manufacturers. Air System is not manufactured as per the requirement. Based on the Pre-Defined Air System, the Models are selected as per the requirement. Like in M/s HSCC (India) Ltd. Tender no. HSCC/SES/MGMS/2018 (IIT Kharagpur) Amendment no. IV dated 02.02.2018; Tender no. HSCC/SES/MGMS/PGI/SANGRUR/2019 Dated 09.01.2019 (PGI Sangrur); Tender no. HSCC/SES/MGMS /SSB/Shimla/2019 Dated : 31.01.2019; Tender no. HSCC/SES/MGMS /AIIMS/Raebareli/2019 Dated : 29.03.2019 variation of +/- 10% is given & like wise and M/s HLL Tenders such as SIX AIIMS for MGPS etc, + 10% variation is given. This +/- 5% / 10% variation is mentioned for ease in procurement.</p> <p>We therefore request, the Air Compressor plant capacity should be defined with variation of +/- 10% and same should be as per Standard.</p>	Tender terms & conditions prevail.
126.	<p>Page no. 13, 14</p> <p>4. VACUUM SYSTEMS</p> <p>- Variation of + 10% is missing</p> <p>Please appreciate throughout the worldwide, the</p>	Tender terms & conditions prevail.

	<p>Models and the Capacity (LPM) of Vacuum System are Pre-Defined by Manufacturers. Vacuum System is not manufactured as per the requirement. Based on the Pre-Defined Vacuum System, the Models are selected as per the requirement. Like in M/s HSCC (India) Ltd. Tender no. HSCC/SES/MGMS/2018 Amendment no. IV dated 02.02.2018 (IIT Kharagpur); Tender no. HSCC/SES/MGMS /SSB/Shimla/2019 Dated : 31.01.2019; Tender no. HSCC/SES/MGMS /AIIMS/Raebareli/ 2019 Dated : 29.03.2019 variation of +/- 10% is given and M/s HLL such as SIX AIIMS Tender no. HLL/PCD/ PMSSY/AIIMS-II/14-RT-01/15-16 dated 31.12.2015 for MGPS etc, +/- 10% variation is given. This +/- 10% variation is mentioned for ease in procurement.</p> <p>We therefore request, the Vacuum plant capacity should be defined with variation of + 10% and same should be as per Standard.</p>	
127.	<p>Page no. 16-17</p> <p>8. DISTRIBUTION PIPING 8.1 Piping specifications</p> <p>We request the Medical Grade Copper Pipe should be BSI Kite Mark and CE Compliance Copper Pipes. Here, Lloyd is 3rd party Inspection Agency whereas Kite Mark product and service quality certification mark which is owned and operated by the British Standards (BSI Group). It is a voluntary mark of manufacturers and service industries use to demonstrate safety and reliability. The product has been proven to meet the agreed high standard. We therefore request Copper Pipe should be BSI Kite Mark and CE Compliance .</p>	Tender terms & conditions prevail.
128.	<p>Page no. 18-19</p> <p>11.1 Master Alarm System The emissions from alarms should conform with EMC standard</p> <p>We work on the principals of NFPA-99 standard where EMC Standard is not applicable. This standard may be applicable to HTM Standard. Therefore we request you to please delete.</p>	Tender terms & conditions prevail.
129.	<p>Page no. 18-19</p>	Tender terms & conditions prevail.

	<p>10. Area Valve Service Unit 11.1 & 11.2 Alarm System</p> <p>We request the Alarm System and Area Valve Box should be combined/Integrated.</p> <p>Every critical care patient area in a hospital is controlled by a zone valve box and monitored by an area alarm. Alarm Valve Box Combination Unit is built to offer users, years of proficient service.</p> <p>Save wall space and installation time by using the area alarm zone valve box combination unit. It has ability to install sensors directly inside the Valve Box eliminates the need for prolonged, complex maintenance, as well as the search for absent sensors. Previous concerns regarding convenience, space, maintenance and accessibility become uncertainties of the past, with the ground-breaking Alarm Valve Combo Unit.</p> <p>1- Ideal 2 in 1 design, combines the Area Alarm and Zone Valve Box, to allow for space restrictions 2- True digital, illuminated LED display readable even in poor lighting conditions 3- High/low alarm set-points are field adjustable for each gas service Repeat alarm, adjustable 1 to 60 minutes or off 4- Gas specific sensor with DISS nut and nipple 5- Alarm buzzer in excess of 90 decibels 6- Each module marked with an approved medical gas identification label 7- Pre-mounted pull-out ring allows for ease of maintenance 8- Individual microprocessor for each display and sensor module; digital sensor is mounted locally 9- Dry contacts for remote monitoring of the high and low alarm.</p> <p>It should be European CE with 4 digit notified number/ETL/UL Listed.</p> <p>We therefore request to Area Valve Service Unit and Alarm System should be Combined/Integrated.</p>	
130.	<p>Page 23-24</p> <p>15. Bidder must ensure that the following</p>	<p>Bidder must ensure that the</p>

	<p>equipment/items shall be from the same principal company/Manufacturer:</p> <ul style="list-style-type: none"> a. Control Panels & Manifold for O2, N2O & CO2 b. Medical air plant c. Medical Vacuum Plant d. AGSS Plant e. Area & Master Alarm f. All types Outlets g. AVSU h. Line Isolation valves i. High Pressure tubes <p>We request Bed Head Panel, Ward Vacuum Unit and Theatre Vacuum Unit should also be added in the same principal company/manufacturer list for better synchronisation.</p>	<p>following equipment/items shall befrom the same principal company/Manufacturer:</p> <ul style="list-style-type: none"> n. Control Panels &Manifold for O2, N2O &CO2 o. Medical air plant p. Medical Vacuum Plant q. AGSS Plant r. Area &Master Alarm s. All types Outlets t. AVSU u. LineIsolation v. Valves w. High Pressure tubes x. Oxygen Flow Meter with Humidifier Bottle y. Ward Vacuum Unit z. Theatre Vacuum Unit
131.	<p>We would like to draw your kind attention to the above-mentioned subject that Govt. of India has published a gazette on February 11th, 2020, regarding the Medical Devices Rules. It says mandatory registration of all medical equipment's manufactured in India under CDSCO and not under BIS. CDSCO is a central body which is monitoring the quality of all medical equipment's manufactured in India as well as all the imported medical equipment's must be registered under the same umbrella.</p> <p>It has been noticed that CE with four-digit number and UL listed have been asked for as certification purpose but nowhere CDSCO registration is not mentioned, as per India Govt. which is mandatory in India for all type of medical equipment/devices.</p> <p>The CDSCO, through their set certification bodies will audit medical equipment/devices at their respective manufacturing unit. The certifications like CE or UL in this case which is applicable for Europe and US respectively is</p>	Tender terms & conditions prevail.

	<p>irrelevant in India, after the India Govt. has started mandatory registration of medical equipment's under CDSCO India.</p> <p>Thus, you are requested instead of CE or UL certification, please put CDSCO Certification as a mandatory clause in the tender and amend accordingly.</p>	
132.	<p>We would request to kindly extend the present due date of the above tender for a further period up to 31.07.2022, and thereby give us an opportunity to serve you in a better way through our bid.</p>	<p>Bid submission date is extended to 07.09.2022.</p>
133.	<p>Requesting you to release an amendment of the tender with extension of due date for a further period up to 30.07.2022 and thereby give us an opportunity to serve you in a better way through our best offer.</p>	<p>Bid submission date is extended to 07.09.2022.</p>
134.	<p>NIT, Instruction to Applicants, Clause 5.2, Pg -07</p> <p>The firm should submit an affidavit duly notarized that they have not abandoned, debarred & blacklisted of any work of Union Government/ State Governments/ PSU's etc. in last two years from date of invitation of bids.</p> <p>We seek to revise the clause as follows - The firm should submit an affidavit duly notarized that they have not abandoned, debarred & blacklisted of any work in relation to the supply, installation and commissioning of Medical Gas Pipeline System of by Union Government/ State Governments/ PSU's etc. in the Union Territory of Chandigarh etc. in last two years from date of invitation of bids.</p>	<p>Tender terms & conditions prevail.</p>
135.	<p>NIT, Instruction to Applicants, Clause 5.3, Pg -07</p> <p>The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXTURE- V.</p> <p>We seek to revise the clause as follows - Considering Litigation and Arbitration matters are confidential in nature, including but not limited to price sensitive information we will not be in a position to share such details.</p>	<p>Tender terms & conditions prevail.</p>

	Kindly provide a declaration mentioning – “there are no pending litigation/ arbitration pertaining to supply of Medical Gases Pipeline System in the union territory of Chandigarh.”	
136.	NIT, Instruction to Applicants, Clause 6.0 (a), Pg- 07 The Contractor has been blacklisted by any government agency/ in any work even after bids have been opened; We seek to revise the clause as follows - The Contractor has been blacklisted by any government agency in the Union Territory of Chandigarh/ in any work in relation to supply, installation and commissioning of Medical Gas Pipeline System, even after bids have been opened;	Tender terms & conditions prevail.
137.	NIT, Letter of Application, Clause 6.0, Pg -12 The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail. We seek to revise the clause as follows - The undersigned declare that statements made and the information provided in the duly completed application are, to the best of my knowledge, true and correct in every detail.	Tender terms & conditions prevail.
138.	NIT, Application Form No. 2, Structure and Designation of individuals authorized to act for the organization We seek to revise the clause as follows - Designation of Authorization Letter in favor of the individuals authorized to act for the organization pertaining to this Tender.	Tender terms & conditions prevail.
139.	NIT, Application Form No. 2, Structure and Has the applicant ever been debarred / black listed for tendering in any organisation at any time? If so, give details. We seek to revise the clause as follows -	Tender terms & conditions prevail.

	Has the applicant ever been debarred / black listed in the Union Territory of Chandigarh for tendering in any organisation at any time? If so, give details.	
140.	<p>NIT, Application Form No. 2, Structure and Organization,</p> <p>Has the applicant ever been convicted by a court of law? If so, give details.</p> <p>We seek to revise the clause as follows - Has the applicant ever been convicted by a court of law in the Union Territory of Chandigarh, in relation to supply, installation and commissioning of Medical Gas Pipeline System? If so, give details.</p>	Tender terms & conditions prevail.
141.	<p>NIT, Application Form No. 7, Structure and Organization, Pg -19</p> <p>Litigation Details Court Cases/arbitration</p> <p>Considering Litigation and Arbitration matters are confidential in nature, including but not limited to price sensitive information we will not be in a position to share such details.</p> <p>Kindly provide a declaration mentioning – “there are no pending litigation/ arbitration pertaining to supply of Medical Gases Pipeline System in the union territory of Chandigarh.”</p>	Tender terms & conditions prevail.
142.	<p>GCC, Clause 2.3, Pg – 5</p> <p>Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:</p> <p>(a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work ,materials or Plant and to give instructions for the rectification thereof;</p> <p>(b) if the Contractor questions any communications of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.</p>	Tender terms & conditions prevail.

	<p>We seek to revise the clause as follows - Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:</p> <p>(a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof. However, in the event the Engineer disagrees with the Engineer's Representative that Contractor shall be given additional time required to carry out such changes.;</p> <p>(b) if the Contractor questions any communications of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.</p>	
143.	<p>GCC, Clause 4.1,Pg – 7</p> <p>The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Work without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of a Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.</p> <p>Provided that the Contractor shall not be required to obtain such consent for:</p> <p>(a) the provision of labour, or (b) the purchase of materials which are in accordance with the standards specified in the Contract, or</p> <p>We seek to revise the clause as follows - The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Work without the prior consent</p>	Tender terms & conditions prevail.

	<p>of written intimation the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of a Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.</p> <p>Provided that the Contractor shall not be required to obtain such consent for:</p> <p>(a) the provision of labour, or (b) the purchase of materials which are in accordance with the standards specified in the Contract, or</p>	
144.	<p>GCC, Clause 7.1, Pg – 9</p> <p>The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.</p> <p>We seek to revise the clause as follows - The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same. If such modifications are acceptable to the Contractor then the Contractor shall carry out the modification subject to mutually discussed terms and conditions including but not limited to revision in price and time for completion.</p>	Tender terms & conditions prevail.
145.	<p>GCC, Clause 16.2, Pg– 14</p> <p>The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without</p>	Tender terms & conditions prevail.

	<p>the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.</p> <p>We seek to revise the clause as follows - The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, commits misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.</p>	
146.	<p>GCC, Clause 17.1, Pg- 15</p> <p>If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 52.1 to 52.4 and shall notify the Contractor accordingly.</p> <p>We seek to revise the clause as follows –</p> <p>If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer or his representatives, or based on instructions given by the Engineer or his representatives, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 52.1 to 52.4 and shall notify the Contractor accordingly.</p>	Tender terms & conditions prevail.
147.	GCC, Clause 40.1, Pg- 34	Tender terms & conditions prevail.

	<p>The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is</p> <ul style="list-style-type: none"> (a) otherwise provided for in the Contract, or (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible, or (c) necessary by reason of extra-ordinary climatic conditions on the Site, or (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4),Sub- Clause 40.2 shall apply. <p>We seek to revise the clause as follows - Subject to mutual agreement on reimbursement for cost and losses to be incurred by the Contractor, the Contractor shall, on the receipt of written instructions of the Engineer, suspend the progress of the Works or any part thereof during the first 30 days of execution of the Contract. The written notice shall specify the duration of the suspension, which shall not exceed 30 days for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is</p> <ul style="list-style-type: none"> (a) otherwise provided for in the Contract, or (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible, or (c) necessary by reason of extra-ordinary climatic conditions on the Site, or (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof 	
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	<p>The Employer shall be liable to pay to the Contractor for all work completed before suspension, as well as other costs and losses incurred by the Contractor for such suspension, including but not limited to mobilization and demobilization costs, reimbursement of cost of cancellation on sub-vendors for undelivered equipment/supplies plus 7.5% of the direct costs to cover Contractor's overhead expenses and profit. (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4), Sub-Clause 40.2 shall apply.</p>	
148.	<p>GCC, Clause 40.2, Pg- 34</p> <p>Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall, after due consultation with the Contractor determine</p> <p>(a) any extension of time to which the Contractor is entitled under Clause Where, pursuant to Sub-Clause 40.1, this Sub- Clause applies the Engineer shall,</p> <p>(b) after due consultation with the Contractor determine any extension of time to which the Contractor is entitled under Clause</p> <p>We seek to add the following-</p> <p>The Employer shall be liable to pay to the Contractor for all work completed before suspension, as well as other costs and losses incurred by the Contractor for such suspension, including but not limited to mobilization and demobilization costs, reimbursement of cost of cancellation on sub-vendors for undelivered equipment/supplies plus 7.5% of the direct costs to cover Contractor's overhead expenses and profit</p>	Tender terms & conditions prevail.
149.	<p>GCC, Clause 60.10, Pg- 56</p> <p>Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement of Completion with supporting documents showing in detail, in the form approved by the Engineer.</p> <p>(a) the final value of all work done in accordance with the Contract up to the date stated in such</p>	Tender terms & conditions prevail.

	<p>Taking-Over Certificate;</p> <p>(b) any further sums which the Contractor considers to be due; and (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.</p> <p>Estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 60.2 as if the statement of completion were a statement submitted by the contractor under clause 60.1</p> <p>We seek to revise the clause as follows - Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement of Completion with supporting documents showing in detail, in the form approved by the Engineer.</p> <p>(a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate;</p> <p>b) any further sums which the Contractor considers to be due; and</p> <p>(c) an estimate of amounts which the Contractor considers will become due to him under the Contract.</p> <p>Estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 60.2 as if the statement of completion were a statement submitted by the contractor under clause 60.1.</p> <p>In the event the Engineer fails and/or neglects to issue such certificate within 84 days from the date of receipt of the Statement of Completion, the certificate for statement of completion shall be deemed to have been issued.</p>	
150.	<p>GCC, Clause 60.13, Pg- 57</p> <p>Within 28 days after receipt of the Final Statement, and the written discharge, the</p>	<p>Tender terms & conditions prevail.</p>

	<p>Engineer shall issue to the employer (with a copy to the Contractor) a Final Certificate stating:</p> <p>(a) the amount which, in the opinion of the Engineer, is finally due under the Contract, And</p> <p>(b)after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other thanClause 47.1 to 47.2, the balance, if any, due from the Employer to the Contractor orfrom the Contractor to the Employer as the case may be.</p> <p>We seek to revise the clause as follows - Within 28 days after receipt of the Final Statement, and the written discharge, theEngineer shall issue to the employer (with a copy to the Contractor) a Final Certificatestating:</p> <p>(a)the amount which, in the opinion of the Engineer, is finally due under the Contract, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer andfor all sums to which the Employer is entitled under the Contract, other than Clause 47.1 to47.2, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.</p> <p>If however, the Engineer fails and or neglects to issue the Final Certificate within 28 days from the receipt of the Final Statement the same shall be deemed to have been issued.</p>	
151.	<p>GCC, Clause 61.1,Pg- 57</p> <p>The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different sections or part of the Permanent</p>	Tender terms & conditions prevail.

	<p>Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49.1 to 49.4 and 50.1, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.</p> <p>We seek to revise the clause as follows - The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different sections or part of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49.1 to 49.4 and 50.1, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.</p> <p>If however, the Employer fails to issue the Defects Liability Certificate, with in 28 days within 28 days from the expiration of the Defects Liability Period, the same shall be deemed to have been issued.</p>	
152.	<p>GCC, Clause 63.1,Pg- 57</p> <p>If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankrupt, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or become insolvent,or makes an arrangement with, or assignment in favour of, his creditors or</p>	Tender terms & conditions prevail.

	<p>agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganisation, arrangement or readjustment of debts proceedings are, commenced against the Contractor or resolution passed in connection with dissolution or liquidation or, if any, step are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if, any act is done or event occurs with respect to the Contractor or his assets which under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion the contractor</p> <p>(a) has repudiated the Contract, or (b) without reasonable excuse has failed (i) to commence the work in accordance with Sub-Clause 41.1, or (ii) to proceed with the Works, or any section thereof, within 28 days after receiving notice to pursuant to Sub-Clause 46.1, or (c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4, or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after receiving it, or (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the Contract, or (e) has contravened Sub-clause 4.1 :then for the avoidance of doubt the contractor shall be in default of its obligations under this contract and furthermore the Employer may, after giving fourteen days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Engineer shall certify such completion so as to give effect</p>	
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to clauses 49.1(a) and 63.3. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works and materials which have been deemed to be reserved exclusively for the execution of the Works, under provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works and unused Plant and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

We seek to revise the clause as follows -

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters in to voluntary or involuntary bankrupt, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or become insolvent, or makes an arrangement with, or assignment in favour of, his creditors or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganisation, arrangement or readjustment of debts proceedings are, commenced against the Contractor or resolution passed in connection with dissolution or liquidation or, if any, step are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if, any act is done or event occurs with respect to the Contractor or his assets which under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion the contractor

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
 - (i) to commence the work in accordance with Sub-Clause 41.1, or
 - (ii) to proceed with the Works, or any section thereof, within 28 days after receiving notice to pursuant to Sub-Clause 46.1, or
- (c) has failed to comply with a notice issued

	<p>pursuant to Sub-Clause 37.4, or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after receiving it, or</p> <p>(d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the Contract, or</p> <p>(e) has contravened Sub-clause 4.1 :then for the avoidance of doubt the contractor shall be in default of its obligations under this contract and furthermore the Employer may, after giving fourteen days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Engineer shall certify such completion so as to give effect to clauses 49.1(a) and 63.3. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works and materials which have been deemed to be reserved exclusively for the execution of the Works, under provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works and unused Plant and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.</p>	
153.	<p>GCC, Clause 67.1, Pg- 63</p> <p>Settlement of Disputes</p> <p>We seek to delete and replace the clause as follows –</p> <p>All questions, disputes and differences arising shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator. In case the Parties can not mutually agree on a sole arbitrator, the number of arbitrators shall be three (3), of whom one (1) each shall be appointed by the Employer and the Contractor respectively and the third shall, within thirty (30) days of the appointment of the second arbitrator, be appointed by the two (2) arbitrators</p>	Tender terms & conditions prevail.

	<p>so appointed by the Employer and Contractor. If the two (2) arbitrators are unable to agree upon the appointment of the third arbitrator with in the aforesaid period, then the third arbitrator shall be appointed as per the provisions of the aforesaid act. The arbitration proceedings shall be conducted in English and the venue of the Arbitration shall be Bangalore.</p> <p>Therefore the clause is not maintainable as per law. If the Parties mutually agree then a sole arbitrator may be appointed, failing which each party should appoint its own arbitrator and the two arbitrators so appointed shall appoint the third arbitrator in accordance with the provisions of the Arbitration and Conciliation Act.</p>	
154.	<p>GCC, Clause 70.3,Pg- 63</p> <p>Changes in cost and legislation</p> <p>We seek to add the following-</p> <p>If at any time during the Term of this Contract any tax, charge, or fee other than as set forth herein is newly imposed on the Contractor that increases Contractor’s costs incurred in the production, storage, sale, transportation, or delivery of the MGPS to the Employer hereunder including a tax, charge, or fee on greenhouse gases emitted or released from the vessels, or if, due to a rate change or other action of any governmental or quasi governmental authority, there is an increase in any such tax, charge, or fee presently existing, then Employer will reimburse Contractor for such increase.</p>	Tender terms & conditions prevail.
155.	<p>Limitation on Liability</p> <p>We seek to add the following clause</p> <p>“Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), arising under or in connection with the Agreement for loss of profits, sales, business, agreements, contracts, anticipated savings, goodwill, or any incidental, punitive, indirect or consequential loss.</p> <p>Notwithstanding anything contained in this Agreement/tender read with other documents related with the Tender, the aggregate liability of</p>	Tender terms & conditions prevail.

	the Contractor, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this contract or otherwise shall not exceed 10% of the total Contract value.”	
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The bid submission date is extended from 31.08.2022 to 07.09.2022.

All other terms & conditions remain unchanged.

Chief General Manager (PG-I),
HSCC (I) Ltd.