

All Bidders**Amendment -VII**

Subject: Execution including Supply, Installation, Testing & Commissioning of Modular & Minor Operation Theatres for Advanced Neuro Science Centre at PGIMER, Chandigarh.

Tender No. HSCC/SES/MOT/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.	Bidders' Queries	Reply
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.	Annexure-A: FORM OF AGREEMENT	

	<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 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 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 the Project,.....</p>	<p>This document has been prepared by HSCC (India) Ltd., as Executing Agency appointed by PGIMER, Chandigarh.....</p> <p>.... HSCC (India) Ltd. /PGIMER reserves the right not to proceed with the Project or to change the configuration of the Project,.....</p>
10.	<p>Vol-I, Page No. 5</p> <p>EMPLOYER/ PRINCIPAL EMPLOYER: Director, PGIMER, Chandigarh.</p>	<p>EMPLOYER/ PRINCIPAL EMPLOYER: HSCC (India) Ltd.</p>

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 Engineer's Duties and Authority Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.	As per revised definition of Employer.
15.	GCC 6.1, Page No. 8 Custody and Supply of Drawings and Documents: In addition the Contractor shall supply such

	<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>	<p>further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Institute.</p>
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>	<p>As per revised definition of Employer.</p>
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>	<p>As per revised definition of Employer.</p>
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,</p>	

	<p>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 claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.</p>
21.	<p>GCC 25.4 Page No. 22</p> <p>Compliance with Policy Conditions:</p> <p>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. </p>	<p>As per revised definition of Employer.</p>
22.	GCC 26.1.b	

	<p>Page No. 22</p> <p>Compliance with Statutes Regulations</p> <p>... 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.</p> <p>.....</p>	<p>As per revised definition of Employer.</p>
23.	<p>GCC 28.1 Page No. 23</p> <p>Patent Rights:</p> <p>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.</p>	<p>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.</p>
24.	<p>GCC 29.1 Page No. 23</p> <p>Interference with Traffic and Adjoining Properties</p> <p>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.</p>	<p>As per revised definition of Employer.</p>
25.	<p>GCC 42.1 b, c, d</p>	

	<p>Page No. 35 & 36</p> <p>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,</p>	As per revised definition of Employer.
26.	<p>GCC 47.1 Page No. 38</p> <p>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.....</p>	As per revised definition of Employer.
27.	<p>GCC 54.3 Page No. 47</p> <p>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 responsibility for getting any required customs clearance shall be of the contractor.</p>	As per revised definition of Employer.
28.	<p>GCC 60.8 Page No. 55</p> <p>Time of Payment: 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>	Arbitration:

	<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>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 be payable to Employer.</p>	<p>As per revised definition of Employer.</p>
31.	<p>Modular Operation Theatres:</p> <p>WALL& CEILING SYSTEM (SMS)</p>	<p>The certificates of the product should be BIS/European CE Certified with notified 4 digit body no. / UL Listed.</p>
32.	<p>Page no. 5, Point no. 1.2 Completion Period.</p> <p>4 Months from the date of order of commencement.</p> <p>Request: 6 Months from the date of order of commencement. As per on ground execution experience 4 month timeline is very less to execute the complete work, hence kindly amend the same.</p>	<p>Tender terms & conditions prevail.</p>
33.	<p>Page no. 5, Point no. 2.2 (ii) Pre-Qualification Criteria.</p> <p>Experience should be in the name of the bidding company and not in subsidiary / associate company / Group Company etc.</p>	<p>Tender terms & conditions prevail.</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 commissioning of Modular operation theater in India.</p> <p>Request: 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>	
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	<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 Modular operation theater 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>	
34.	<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. 4. 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</p>	Tender terms & conditions prevail.

	terms as well as give provision for Letter of credit to execute the project smoothly.	
35.	<p>Touch Screen Control Panel</p> <p>Hands free telephone set with memory card</p> <p>Request: Hands free telephone set</p> <p>Hands free telephone set with memory card is an outdated feature. We request you to kindly delete the word “with memory” from the technical specification of tender.</p>	Tender terms & conditions prevail.
36.	<p>Touch Screen Control Panel</p> <p>h) Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5 Minutes wherever separate AHU is provided for each OT."</p> <p>Request: Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) (0-10 V).</p> <p>Controlling from AHU is in the scope of HVAC Vendor and not in the scope of Modular OT Bidder. We shall only provide 0-10 V. Kindly consider and amend the same.</p>	Tender terms & conditions prevail.
37.	<p>Double Arm Moveable Pendant for Surgeon</p> <p>Expandable shelf (minimum width: 70cm & Depth min. 45cm) – 3 Nos or more with two rails one on each side for hanging arrangement.</p> <p>Request: Shelf – 3 Nos or more with two rails one on each side for hanging arrangement.</p> <p>Size of Shelf varies from one manufacturer to other, hence we request you to kindly delete the size mentioned for only Surgeon Pendant.</p>	Tender terms & conditions prevail.
38.	<p>Camera System</p> <p>It should be certified for BIS/USFDA/European</p>	Tender terms & conditions

	<p>certified.</p> <p>Request:</p> <p>It should be certified for BIS/USFDA/European certified / CE Compliance, complies with the requirement of MDD 93/42/EEC</p> <p>HD Camera is also CE Compliance and complies with the requirement of MDD 93/42/EEC, which is not considered for the said tender. We request you to kindly add the same.</p>	prevail.
39.	<p>Ceiling Construction</p> <p>Silicon sealant to provide seamless operating room.</p> <p>Request: Silicon sealant / Metallic Putty to provide seamless operating room</p> <p>Please note joints shall be filled by using metallic Filler putty / Silicon sealant to provide seamless operating room. We request you to kindly consider the same for amendment.</p>	Silicon sealant / Metallic Putty to provide seamless operating room
40.	<p>Ceiling Construction</p> <p>Suspension elements: Suspension bracket with tension spring</p> <p>Request: Suspension elements: Suspension bracket with tension spring / Threaded Rod.</p> <p>Suspension is provided through threaded rod with bracket instead of tension spring to maintain the strength of wall and Ceiling panel. Kindly amend the line and mention “Suspension bracket with tension spring / threaded rod”. We request you to kindly consider the same for amendment.</p>	Suspension elements: Suspension bracket with tension spring / Threaded Rod.
41.	<p>Swing Door</p> <p>Both way opening double leaf door of 44 mm thick door shutters Both way opening double leaf door of 40 / 44 mm thick door shutters</p> <p>Request:</p>	Tender terms & conditions prevail.

	<p>Both way opening double leaf door of 40 / 44 mm thick door shutters</p> <p>44mm thick door is company specific. Kindly amend the same to 40-44mm thick Door.</p>	
42.	<p>Swing Door</p> <p>2.5/1.2 mm thick Al/GPSP powder coated door frames</p> <p>Request:</p> <p>2.5/1.2 mm thick Al/GPSP powder coated / SS door frames</p> <p>Swing Door comes with SS Frame instead of Al/GPSP powder coated. You are requested to kindly add the same.</p>	<p>2.5/1.2 mm thick Al/GPSP powder coated / SS door frames</p>
43.	<p>Swing Door</p> <p>Totally flush with the wall panels</p> <p>Request:</p> <p>Flush at one end only</p> <p>Kindly amend the same</p>	<p>Tender terms & conditions prevail.</p>
44.	<p>Swing Door</p> <p>Hardware like push plates, handles, door closure, double glazed view glass of std size, hinges and provision for concealed automatic door bottom Drop seal etc.</p> <p>Request:</p> <p>hardware like double glazed view glass of std size and hinges etc.</p> <p>Swing Doors doesn't come with push plates, handles, Door closure and provision for concealed automatic door bottom Drop seal etc. These are not the requirement of swing Doors. You are requested to kindly delete the same.</p>	<p>Tender terms & conditions prevail.</p>
45.	<p>Hinged Door</p> <p>Totally flush with the wall panels</p>	<p>Tender terms & conditions prevail.</p>

	<p>Request:</p> <p>Flush at one end only</p> <p>Kindly amend the same</p>	
46.	<p>Hinged Door</p> <p>2.5 / 1.2 mm thick Al/GPSP powder coated door frames</p> <p>Request: 2.5/1.2 mm thick Al/GPSP powder coated door frames</p> <p>Hinge Door comes with Aluminum Frame instead of GPSP powder coated. You are requested to kindly amend the same.</p>	Tender terms & conditions prevail.
47.	<p>Peripheral Light</p> <p>The LED lamp of size 2ft.x 2ft with highly spectacular anodized Aluminum reflectors and optical antiglare system</p> <p>Request: The LED lamp of size 2ft.x 2ft / 581mm x 581mm approx with optical antiglare system.</p> <p>The size of Peripheral Light mentioned is specific. Kindly amend the same accordingly.</p> <p>Since the Peripheral Lights are LED based, it does not required reflectors. You are requested to kindly delete the words “anodized Aluminum reflectors” from the technical specifications of tender.</p>	Tender terms & conditions prevail.
48.	<p>Peripheral Light</p> <p>The reflectors should be of high quality, cleanable and non deteriorating.</p> <p>Request: To be deleted</p> <p>Since the Peripheral Lights are LED based, it does not required reflectors. You are requested to kindly delete this line from tender specifications.</p>	Tender terms & conditions prevail.
49.	<p>Peripheral Light</p>	Tender terms & conditions

	<p>Dimmable ballasts of reputed companies to be used.</p> <p>Request: Dimmable ballasts / Driver of reputed companies to be used</p> <p>LED based Peripheral Lights are provided with Driver instead of Ballast. We request you to kindly amend the same.</p>	prevail.
50.	<p>Distribution Board Electrical Wiring, Conduiting With Fixtures Inside The Operation Theatre</p> <p>Transformers, Mains, Relays, Circuit protective equipment, for all circuits of Operation theatre shall be installed in the remote cabinet.</p> <p>Request: Mains, Relays, Circuit protective equipment, for all circuits of Operation theatre shall be installed in the remote cabinet.</p> <p>Transformers are not installed in Electrical Distribution Panel for OT's. You are requested to kindly delete the same.</p>	<p>Mains, Relays, Circuit protective equipment, for all circuits of Operation theatre shall be installed in the remote cabinet.</p>
51.	<p>Scrub Station</p> <p>Knee operated switch should be provided additionally.</p> <p>Request: Knee / Foot operated switch should be provided additionally.</p> <p>For MOT's Foot Operated switch are recommended instead of knee operated. You are requested to kindly amend the same accordingly</p>	<p>Knee / Foot operated switch should be provided additionally.</p>
52.	<p>X-Ray Film Viewer</p> <p>Dimming is controlled using dimming ballast and PCB mounted inside the box.</p> <p>Request: Dimming is controlled using dimming Driver and PCB mounted inside the box.</p> <p>Since X-Ray's are LED based, it is provided with Driver instead of Dimming Ballast. We request</p>	<p>Dimming is controlled using dimming Driver/Ballast and PCB mounted inside the box.</p>

	you to kindly amend the same.	
53.	<p>OT Light Operating Room Surgical Lighting System should provide an ideal combination of brightness, Maneuverability, and shadow resolution without sacrificing color accuracy through a consistent LED technology with a unique faceted reflector design technology.</p> <p>Request: Operating Room Surgical Lighting System should provide an ideal combination of brightness, Maneuverability, and shadow resolution without sacrificing color accuracy through a consistent LED technology with a unique faceted reflector design technology / multi lens matrix design technology</p> <p>The technology used in OT Light may vary from one manufacturer to other. We request you to kindly add “multi lens matrix design technology” also.</p>	Tender terms & conditions prevail.
54.	<p>OT Light Light head Diameter : 30-35/ 800mm × 720mm of size</p> <p>Request: Light head Diameter : 30-35/ 800mm × 720mm of size / 500 mm</p> <p>The size of Light Head diameter mentioned is company specific. You are requested to kindly add size: 500 mm also</p>	Tender terms & conditions prevail.
55.	<p>TECHNICAL SPECIFICATION FOR MINOR OT</p> <p>Page 8</p> <p>Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of HSCC.</p> <p>Request: Wherever makes have not been specified for certain items, the same shall be as per BIS or as per approval of HSCC.</p> <p>Not all Modular operation theatre items are</p>	Tender terms & conditions prevail.

	covered under BIS. Therefore, HSCC approved items should be acceptable.	
56.	<p>1. WALL& CEILING SYSTEM (SMS)</p> <p>ii) Wall panels: Cladding shall be with composite panels the finishing of which should be Solid Mineral Composite Sheet (SMS) thickness of 03mm backed by structural panel thick 15 mm consisting of a trapezoidal aluminium corrugated core glued between two flat aluminium sheets.</p> <p>Request: ii) Wall panels: Cladding shall be with composite panels the finishing of which should be Solid Mineral Composite Sheet (SMS) thickness of 03mm backed by structural panel thick 15 mm consisting of a trapezoidal / Honeycomb aluminium corrugated core glued between two flat aluminium sheets.</p> <p>Request you to add honeycomb aluminum corrugated also for wider participation as many manufacturers offer same specs of wall panels with honeycomb corrugated aluminium. Please note the structural strength of trapezoidal is same as that of honeycomb.</p>	Tender terms & conditions prevail.
57.	<p>WALL& CEILING SYSTEM (SMS)</p> <p>f. Reaction to fire class 1 norm</p> <p>Request: f. Reaction to fire class 1 norm or equivalent</p> <p>Class 1 nomenclature is not as per Indian fire norms, and this is specific to some particular manufacturers. Thus, we request you to add class 1/equivalent in view of wider participation.</p>	Tender terms & conditions prevail.
58.	<p>TOUCH SCREEN CONTROL PANEL 20” or more</p> <p>Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5Minutes wherever separate AHU is provided for each OT</p> <p>The responsibility of setting the desired/ chosen</p>	Tender terms & conditions prevail.

	temperature, humidity is that of HVAC agency since the AHU is supplied and managed by the HVAC agency and the temperature and humidity can be controlled with the AHU only	
59.	<p>18. PENDANTS FOR ANESTHETIST AND SURGEON</p> <p>A. DOUBLE ARM MOVEABLE PENDANT FOR ANESTHETIST</p> <p>n) Shelf of Pendant should be made of High-quality Bio- Clean Material.</p> <p>Request:</p> <p>n) Shelf of Pendant should be made of High-quality Material</p> <p>BIOCLEAN refers to specific brand thereby restricting participation. Request to delete and make it generic as suggested</p>	Tender terms & conditions prevail.
60.	<p>18. PENDANTS FOR ANESTHETIST AND SURGEON</p> <p>B. DOUBLE ARM MOVEABLE PENDANT FOR SURGEON</p> <p>m) Shelf of Pendant should be made of High-quality Bio- Clean Material.</p> <p>Request:</p> <p>m) Shelf of Pendant should be made of High-quality Material.</p> <p>BIOCLEAN refers to specific brand thereby restricting participation. Request to delete and make it generic as suggested</p>	Shelf of Pendant should be made of High-quality Clean Material.
61.	<p>15. Third party quality certification equipment from SGS/TUV/Lloyds/Bureau Veritas should be submitted by the contractor as “Certifies that the Modular OT items meet the technical specification and BOQ of the tender document vide contract No(Mention Contract No.).”</p> <p>Request:</p> <p>The bill of entry of all imported items must mention the name of project and quantity as</p>	Tender terms & conditions prevail.

	<p>required in this project.</p> <p>To ensure the genuineness, authenticity, originality of the imported product is very important to mention the following 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-III/37/MOT/18-19, HITES/PCD/PMSSY-IV/01/MOT/18-19, HITES/PCD/AIIMS-IV/13/MOT/18-19; DT. 14.02.2019</p>	
62.	<p>16. Third party test certificate and manufacturer test report for the items/equipment should be provided at the time of pre-despatch inspection.</p> <p>16. 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>Kindly include Intertek also to the list of agencies</p>	Tender terms & conditions prevail.
63.	<p>18. The bidder must ensure that they have Authorization from the Manufacturers for the following equipment/ items:</p> <p>a) OT Light with HD Camera b) Pendants for Anaesthetist and Surgeon c) Laminar Air Flow System d) Wall & Ceiling system (SMS) e) Touch Screen Control Panel f) Isolation Transformer</p> <p>Kindly clarify if authorisation letters must be submitted along with the bid or after award of work</p>	<p>The lowest responsive bidder shall submit the Manufacturer's Authorization letter as per format enclosed at Annexure-M along with quality certificates as per the standards mentioned in the tender documents i.e., BIS/US FDA/European CE Certified with 4 digit notified body number for the following equipment/items:</p> <p>a) OT Light with HD Camera b) Pendants for Anaesthetist and Surgeon c) Laminar Air Flow System d) Wall & Ceiling system (SMS) e) Touch Screen Control Panel</p>

		<p>f) Isolation Transformer</p> <p>Same shall be submitted by the lowest responsive bidder within 15 days of issue of Notification of Award letter and the bid security shall be released after receiving of above-mentioned documents, failing which bid security shall be forfeited and award of work shall stand cancelled.</p>
64.	<p>As per Page No. 6-7, Point No. 14 in Technical Specification Tender Document</p> <p>14. OT Light –</p> <p>Description: Dual Dome LED Surgical Lighting System</p> <p>i) OT Light</p> <p>... – European CE /US FDA/BIS certified</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.</p>	<p>Tender terms & conditions prevail.</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>	
65.	<p>As per Page No. 5, Point No. 6 in Technical Specification Tender Document</p> <p>14. Touch Screen Control Panel 20” or more</p> <p>The control panel should be touch screen panel. This control panel should work as the central control panel for the HVAC controls, instruction board, light control, gas alarms, etc. It should be certified for BIS/US FDA/European CE/UL/ETL.</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.</p> <p>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-checquer huge amounts of monies.</p>	
66.	<p>As per Page No. 8, Point No. 15 in Technical Specification Tender Document</p> <p>15. Electrical Installation</p> <p>a) Power distribution within the OT should be "provided' from distribution boards located local to each theatre. Sub mains power to these panels should be by the general electrical contractor. From these panels all distribution services within the departments should be run. Isolated power supply, insulation measuring and protection as per IEC standards should be provided. The unit should be EN/CE/UL/FDA/IEC certified.</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-checquer huge amounts of monies.</p>	
67.	<p>As per Page No. 9, Point No. 17 in Technical Specification Tender Document</p> <p>17. Surgical OT Light with HD Camera</p> <p>A. OT Light – Dual dome LED</p> <p>p) Surgical Light System Should be compliant with relevant BIS/ European CE with 4 digit /UL Listed/ETL/US FDA standards or Declaration of conformity for quoted model with ISO13485.</p> <p>HD Camera System – 1080 p/i</p> <p>Integrated In-Light Camera System should be integrated at the centre of one of the domes of this lighting system/ third arm in order to capture images & video sequences of the open cases.</p> <p>i) It should be certified for BIS/USFDA/ European certified.</p> <p>/</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>	<p>Tender terms & conditions prevail.</p>

	<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-checquer huge amounts of monies.</p>	
68.	<p>As per Page No. 9-10, Point No. 18 in Technical Specification Tender Document</p> <p>18. Pendants for Anesthetist and Surgeon</p> <p>A. Double Arm Moveable Pendant For Anesthetist</p> <p>i) The pendants should be BIS / European CE certified with 4 digit notifiedbody number/USFDA/UL/ETL approved.</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-</p>	Tender terms & conditions prevail.

	<p>PP(BE-II) dated 16th Sep-2020. 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>	
69.	<p>As per Page No. 10-11, Point No. 18 in Technical Specification Tender Document</p> <p>18. Pendants for Anesthetist and Surgeon</p> <p>B. Double Arm Moveable Pendant For Surgeon</p> <p>i) The pendants should be BIS / European CE certified with 4 digit notifiedbody number/USFDA/UL/ETL approved.</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. The Copy of the same is attached herewith.</p>	Tender terms & conditions prevail.

	<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-heckquer huge amounts of monies.</p>	
70.	<p>As per Page No. 12, Point No. 20 in Technical Specification Tender Document</p> <p>20. Isolation Transformer</p> <p>Should be medical grade Insolation panel Should have fault detection feature. Should be compliant to CEI 64-8/IEC 60364-7-710/BS7671 Standard Should be compact and mountable on wall or flush on brick wall. The IPS should be able to integrate with HIS/BMS and Surgeon Control Panel as standard Isolation Panel System of minimum 20 KVA should be provided for every operation theatre which ensures the safety of staff and patient. System should have isolators provided through leakage relay etc (If required) according to IEC recommendation.This unit should be EN/CE/UL/BIS/ FDA/IEC certified.Isolation Panel System should have facility to detect fault of leakage current and same should be integrated with touch screen control panel of MOT and alarm status should be displayed on the touch screen control panel. These systems are to be commissioned by specialists.</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>	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 4digit 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-checquer huge amounts of monies.</p>	
71.	<p>OT Door Minor OT: Reference requirement of Hinge doors In Minor OT, we recommend Hermetically sealed doors instead of Hinge doors.</p> <p>Further, the desired material is S.S 304 of 1.2 mm Thickness and also states that the door color should be as per the client requirement. As you are looking for colored doors, we recommend HPL doors instead of SS-304 as there are many color options available.</p>	Tender terms & conditions prevail.
72.	<p>OT light Minor OT: In Minor OT the OT Light specifications states wall Touch control, we request to amend it to OT “Touch Control only” Instead of wall touch control.</p> <p>Reference Certifications you have asked for European CE /US FDA/ BIS certified, we recommend having apple to apple comparison and hence BIS certified should be removed as European CE and US FDA are international standards.</p>	Tender terms & conditions prevail.

73.	<p>Wall & Ceiling Panels MODULAR Operation Theatre:</p> <p>The specifications states SMS Wall & Ceiling Panels, we recommend amending it to S.S 304 0.8 mm Puff Insulated Sandwich panels. The current specifications are non-generic in nature and hence should be amended to have better competition.</p>	Tender terms & conditions prevail.
74.	<p>Internal HVAC Ducting & Exhaustion System in Modular Operation Theatre:</p> <p>The specifications states, the return air duct should be SS-304 and from the same manufacturer as Wall & Ceiling Panel. The material of construction should be same as wall & ceiling Panel; hence we recommend S.S-304 wall & Ceiling panels so that it looks good aesthetically.</p>	The return air duct should be SS-304/AI.
75.	<p>Touch Screen Control Panel in Modular Operation Theatre:</p> <p>Reference Certifications you have asked for ETL/UL/European CE /US FDA/ BIS certified, we recommend having apple to apple comparison and hence BIS certified should be removed as European CE/US FDA/UL/ETL are international standards.</p>	Tender terms & conditions prevail.
76.	<p>Storage Unit in Modular Operation Theatre:</p> <p>The desired material of Construction is S.S 304, The material of construction should be same as wall & ceiling Panel, hence we recommend S.S-304 wall & Ceiling panels so that it looks good aesthetically.</p>	Storage unit should be of SS 304 material.
77.	<p>OT Pendants in Modular Operation Theatre:</p> <p>Reference Certifications of OT pendants you have asked for ETL/UL/European CE /US FDA/ BIS certified, we recommend having apple to apple comparison and hence BIS certified should be deleted as European CE/US FDA/UL/ETL are international standards.</p>	Tender terms & conditions prevail.
78.	<p>Isolation Transformer Certification Requirement:</p> <p>The specifications states EN/CE/UL/BIS/FDA/IEC certified; we recommend having apple to apple comparison.</p>	Tender terms & conditions prevail.

	There are many Indian manufacturers, and we request you to remove UL/FDA/EN certification.	
79.	<p>Volume-I, Page no. 3,</p> <p>Period of Completion: 4 Months</p> <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 Wall & Ceiling, Touch Screen Control Panel, Surgeon & Anaesthesia Pendant, OT Light with Camera & Monitor etc are from Foreign Soil for which procurement only starts after 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>	Tender terms & conditions prevail.
80.	<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 Modular Operation Theatre in India.</p> <p>We request the clause of the tender should be</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>further clarified as following was added in Tender no. HSCC/SES/MOT & MGMS/PGI/Sangrur/2018 dated 30.08.2018. In all the NBCC 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>	
81.	<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</p>	<p>The lowest responsive bidder shall submit the Manufacturer’s Authorization letter as per format enclosed at Annexure-M along with quality certificates as per the standards mentioned in the tender documents i.e., BIS/US FDA/European CE Certified with 4 digit notified body number for the following equipment/items:</p> <ul style="list-style-type: none"> a) OT Light with HD Camera b) Pendants for Anaesthetist and Surgeon c) Laminar Air Flow System d) Wall & Ceiling system (SMS) e) Touch Screen Control Panel f) Isolation Transformer

	<p>company/material will be used who has no locustandi. PGIMER institute is of National Imporance. Quality Product should be delivered. In the absence of MAF, quality will be compromised.</p> <p>We are giving e.g. of car specification that there should be 4 typres, 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 tightenup 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 imporant. 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>	<p>Same shall be submitted by the lowest responsive bidder within 15 days of issue of Notification of Award letter and the bid security shall be released after receiving of above-mentioned documents, failing which bid security shall be forfeited and award of work shall stand cancelled.</p>
82.	<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. The criteria should be:</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</p>	<p>Tender terms & conditions prevail.</p>

	<p>10% of the cumulative estimated value of work to qualify in tender.</p> <p>Please appreciate in this way the bidder has the 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>	
83.	<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.
84.	<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 MOT activities,</p>	Tender terms & conditions prevail.

	<p>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 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>	
85.	<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 OT Light, Pendants 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.
86.	<p>Volume-II, Page no. GCC-55, Clause no. 60.5</p> <p>Retention Money 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.

87.	<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 be deducted in ratio so as to reach 10% as stated in the tender. It should not be 10% in each bill.</p>	Tender terms & conditions prevail.
88.	<p>Volume-III, Page no. SCC-36, Clause no. 21.0</p> <p>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-data 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-data 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 netshell a contractor gets</p>	Tender terms & conditions prevail.

	<p>approximately 50% 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> <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>	
89.	<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.
90.	<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.

91.	<p>Common</p> <p>Performance of the Company</p> <p>We request, to kindly ensure that the bidder who 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>	Tender terms & conditions prevail.
92.	<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>	As per prevailing rate.
93.	<p>Common</p> <p>Euroepan CE/UL Listed</p> <p>We understand, European CE/USFDA/UL Listed means Imported i.e. place from where the goods are mined, cultivated, grown, manufactured, produced or processed and Outside India.</p> <p>Accordingly the certification of the product applies i.e. if it is USFDA/UL Listed certification same shall be applicable to American Manufacturer only and European CE Certification same shall be applicable to European Manufacturer only. We request this criteria should be strictly applied and maintained as this is available in HSCC SSB Goa Tender, CPWD/ NBCC/PGI/ Janakpuri Super Speciality Tender. This is basically to maintain Quality Assurance.</p>	Tender terms & conditions prevail.
94.	<p>Page 1-2 of 16</p> <p>Wall & Ceiling System (SMS)</p> <p>As, Wall & Ceiling System (SMS) is important part of Modular Operation Theatre; for authenticity and genuiness of the product, we request to include European CE Certified with notified 4 digit body no. / UL Listed certification..</p>	The certificates of the product should be BIS/European CE Certified with notified 4 digit body no. / UL Listed.
95.	<p>Page 2-3 of 16</p>	Tender terms & conditions prevail.

	<p>iv) Ceiling Panels 3rd Line</p> <p>We request the total thickness of panel including Aluminium backing should be 9 mm instead of 18 mm. The 09 mm extra thickness will become bulky and will cover more space comparing to 9 mm thickness of aluminium panel and if the total thickness of panel 15 mm aluminium + 03 mm SMS thickness = 18 mm; the structure will become heavy and stability of ceiling panel will become week. Why should we take risk?</p> <p>The thickness does not make any difference, as quality of SMS is premium. We are also enclosing specifications for your kind reference of HLL Infra Tech Service Ltd. Tender Reference HITES/PCD/NCI-AIIMS/17-18 for NCI AIIMS Jhajjar at page no. 6 to 7. We therefore request the total thickness should be 09 mm [06 mm Aluminium backing+3 mm SMS].</p>	
96.	<p>Page 4</p> <p>Tender Specification 4.Internal HVAC Ducting & Exhaust System Please refer para h, where it is written that Exhaust Air Cabinet System should be from the same manufacturer of wall & ceiling system supplier. HVAC Ducting part is in the scope of indigenous supplier. It seem this is misprint. We request to please clarify.</p>	<p>Exhaust Air Cabinet System should be from the same manufacturer of wall & ceiling system supplier – Deleted</p>
97.	<p>Page 4 of 16</p> <p>4. INTERNAL HVAC DUCTING AND EXHAUSTION SYSTEM h) Return air exhaust cabinet should be made from SS-304</p> <p>We request the Return air exhaust cabinet should be made from SS-304/Aluminum.</p>	<p>Return air exhaust cabinet should be made from SS-304/Aluminium.</p>
98.	<p>Page 5 of 16</p> <p>Touch Screen Control Panel h) Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5Minutes wherever separate AHU is provided for each OT . "</p>	<p>Tender terms & conditions prevail.</p>

	<p>We request AHU part should be deleted, from the Touch Screen Control Panel Specifications, as this is in scope of AHU Vendor. AHU is different agency. They will intervene in MOT Contractor Scope of work. There will be coordination problem with AHU contractor and in case of any problem, it will be difficult to identify that this is in who's scope of work.</p> <p>We therefore request AHU part should be deleted.</p>	
99.	<p>Page 6-7 of 8Page 9 of 16</p> <p>14. OT LIGHT - Illumination Level : minimum 160,000 Lux each</p> <p>17. SURGICAL OT LIGHT WITH HD CAMERA d) Illumination Level : 160000Lux at both domes</p> <p>We request the illumination level mentioned of 160,000 lux should have variation of -5% tolerance as most of the manufacturers worldwide commit 160,000 lux but there is always a variation of around -5%.</p> <p>So we request the illumination level of 160,000 lux should have -5% tolerance.</p>	Tender terms & conditions prevail.
100.	<p>Page 10 of 16</p> <p>19A, Double Arm Moveable Pendant for Anesthetist</p> <p>b) Double moveable arms (any combination) with total coverage of 1800mm and 330 deg. Horizontal movements for each arm. Vertical movement should be motorized and the arm height should remain to a height greater than 6.5 feet above floor level.</p> <p>We request Double moveable arm (any combination) with total coverage of 1800 mm should be with variation of +/- 10%. In earlier Tenders of M/s HSCC MOT Shimla, MOT Sangrur the variation of +/- 10% is mentioned.</p> <p>Therefore it is requested to kindly allow deviation.</p>	Tender terms & conditions prevail.
101.	Page 10-11 of 16	

	<p>19B. Double Arm Moveable Pendant for Surgeon</p> <p>b. Double moveable arms (any combination) with total coverage of 1800mm and 330 deg. Horizontal movements for each arm. Vertical movement should be motorized and the arm height should remain to a height greater than 6.5 feet above floor level.</p> <p>We request Double moveable arm (any combination) with total coverage of 1800 mm should be with variation of +/- 10%. In earlier Tenders of M/s HSCC MOT Shimla, MOT Sangrur the variation of +/- 10% is mentioned.</p> <p>Therefore it is requested to kindly allow deviation.</p>	Tender terms & conditions prevail.
102.	<p>Page 15-16 of 16</p> <p>Manufacturer Authorisation: For the following major items, Manufacturer's Authorisation should be submitted as per format as Section XIV A</p> <p>We request the major items such as Wall Paneling System, Celing Paneling System, OT Pendant (Anesthetist & Surgeon), should be from same manufacturer in atleast 1 Govt. Hospitals in the past. Since these are major items of operation theatre this will prove the genuiness of the product, credibility of the company and product. This will also be beneficial in after sales service & to avoid Chinese Products.</p>	Tender terms & conditions prevail.
103.	<p>Page 15-16 of 16</p> <p>Manufacturer Authorization for the following items should be submitted by the bidder with the bid:</p> <p>A. OT Light with HD Camera B. Pendants for Anesthetist and Surgeon C. Laminar Air Flow System D. Wall & Ceiling system (SMS) E. Touch Screen Control Panel F. Isolation Transformer</p> <p>We request, for authenticity and genuiness of the bidder, Exclusive Manufacturer Authorisation should be asked to submit in the tender.</p>	The lowest responsive bidder shall submit the Manufacturer's Authorization letter as per format enclosed at Annexure-M along with quality certificates as per the standards mentioned in the tender documents i.e., BIS/US FDA/European CE Certified with 4 digit notified body number for the following equipment/items:

		<p>a) OT Light with HD Camera b) Pendants for Anaesthetist and Surgeon c) Laminar Air Flow System d) Wall & Ceiling system (SMS) e) Touch Screen Control Panel f) Isolation Transformer</p> <p>Same shall be submitted by the lowest responsive bidder within 15 days of issue of Notification of Award letter and the bid security shall be released after receiving of above-mentioned documents, failing which bid security shall be forfeited and award of work shall stand cancelled.</p>
104.	<p>We wanted to participate in above said tender which is high value tender and needs extensive documentation as well as site visit to be done at the consignee location.</p> <p>We are under process of getting requested documents from the manufacturers, which will take another 10 to 12 days time to be received and as emphasize in tender we are planning to visit PGI, Chandigarh for the site survey which will help us to submit the important timelines about the execution of the tender in the form of PERT/CPM.</p> <p>We understand the requirement of this prestigious and ambitious project and also the concerns of end user about execution of the same, therefore we appeal you to consider our request for the extension of the bid submission period for two weeks.</p>	<p>Bid Submission date is extended till 19.10.2022.</p>

The Bid Validity and EMD/Bid Security shall remain valid upto 17.04.2023.

All other terms & conditions remain unchanged.

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

MANUFACTURER'S AUTHORIZATION FORM

No. -----

Dated -----

To

Name of Works:

Notification of Award No. -----

Dear Sir,

We _____ who are established and reputed manufacturer of _____(name & description of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name & address of agent) which has been our dealer/distributor since _____, to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender.

We hereby extend our full guarantee and defect liability period as per the clause of Condition of Contract and Additional Specific Conditions of Contract of above tender for goods and services offered for supply by our authorized firm.

Yours faithfully,

(Name)
(Name of Manufacturer)

Note: This authorization letter should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.