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Date: 13.5.2021

ONLINE TENDER FOR MEDICAL GAS PIPELINE WORK AT LOCATIONS ACROSS THE STATE OF ASSAM.

Ref: Tender No: ACCF/MGPS/2021-22/17 Dated: 21/04/2021

CORRIGENDUM No. 1

Amendment & clarifications along with extension of submission of dates are as follows:

s.no	BID clause No	Query Raised	Amendment required	Amendment/Clarification from ACCF

1	Technical Specifications, Page 116, Para 16	The following systems/Items must be from the same principal company/Manufacturer (I) Control Panels & Manifold for O2, N2O & CO2 (II) Drier assembly with Integrated Filtration and Regulation assembly as per specifications (III) Area & Master Alarm (IV) AGSS (V) All types Outlets	We request you to kindly delete the sentence *The following systems/items must be from the same principal company/Manufacturer:*, and allow bidders to select the best possible supplier options, as long as all the MGPS Products being offered are from the same single MGPS Standard (HTM / ISO / NFPA) for which the bid is being submitted. It may be kindly noted that there are only a few and limited suppliers who can actually manufacture / outsource all the MGPS products. On the other hand, there are many manufacturers who are having exceptionally good experience and reputation in their respective domain like for; MGPS Plant Source Equipment (Medical Air Plant, Vacuum & AGSS Plants). Hence, we request you to kindly allow bidders to select best possible supplier options, as long as they fulfill the technical specifications of the particular product. In this case, bidder shall take the single point responsibility for all the equipment supplied by the respective domain experts. Moreover, Manufacturers Authorization Letter shall be also arranged from the respective OEM Suppliers.	No Change

2	Page 31, Sl No 5.1.2	The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 5.00 Crs (Rupees Five Crores) of supply, installation and commissioning of Medical Gas Pipeline system of any Government, PSU or Corporate Hospitals during last three financial years i.e., 2018-19, 2019-20, 20120-21. The Work Order copies in support of that in last 3 financial years furnished (As per Format T9).	Hope this for cumulative values of all projects for FY. It may be noted that certain Work oderes received during FY 2019-20 & 2020-21 are still under execution due to delay in providing sites from customer end. Hence, it may not be possible to provide satisfactory work completion documents.	Amended as: The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 5.00 Crs (Rupees Five Crores) of supply, installation and commissioning of Medical Gas Pipeline system of any Government, PSU or Corporate Hospitals during last five financial years. The Work Order copies in support of that in last 5 financial years furnished (As per Format T9).
3	General Point	List of Makes.	Please confirm if there any restriction on List of Makes	No restriction on makes, however product should meet the standard as specified in Technical Specifications
4	Page 48, Sl No 2	Bidder shall exclude all required civil, electrical, plumbing, lighting, fire safety, exhaust systems, false ceiling trap door/ cut out and repair(if any) and other works as maybe required for complete installation and trouble-free functioning as a part of the 'Civil Modification'.	For clarity, please confirm that Client / Hospital shall be responsible for all required civil, electrical, plumbing, lighting, fire safety, exhaust systems, false ceiling trap door/ cut out and repair(if any) and other works as maybe required for complete installation and trouble-free functioning as a part of the 'Civil Modification'.	All Civil modifications shall be done by ACCF except wall breaking/making for copper piping & some other minor civil work. ACCF will also do normal wiring for lighting, fans, exhaust only & also provide 3 phase supply to the MCB, switches but MCB or Switches for pumps , compressor, switching panel, all MGPS related power switches etc will provided by the bidder

5	Page 48, Sl No 3	Hospital will provide one-point electrical supply with isolator in the plant room. The wiring, lighting, fans, exhaust etc have to be done by the bidder.	We request you to kindly exclude wiring, lighting, fans, exhaust etc have to be done by the bidder.	ACCF will do only normal wiring for lighting,fans, exhaust only & also provide 3 phase supply to the MCB, switches but MCB or Switches for pumps , compressor, switching panel, all MGPS related power switches etc will provided by the bidder
6	Page 48, Sl No 5	Consignee /TIE will not be responsible for trenching or other associated work related to installation and commissioning of complete MGPS system. The same has to be done by the selected bidder.	We request you to exclude trenching or other associated work from the scope of Bidders.	ACCF will do civil work except breaking/making of walls for copper piping work & other minor civil work.
7	Page 50, Sl No 5	Platform for Tank , air compressor and Vacuum pump will be responsibility of the bidder with shed as per their requirement.	The Air Compressors & Vacuum Pumps sall be installed inside the Plant rooms. Also the receivers shall be tried accommodate inside the plant room. In case if the receivers hgas to be kept outside the plant room, then we request the consignees shall provide the necessary sheds.	Accf will do civil work & provide sheds.
8	Page 50, Sl No 29	Oxygen Supply System: Automatic /Semiautomatic changeover from LMO source to manifolds with control panel. The Panel should be IMPORTED / INDIGENOUS WITH EU CE certified Components . It should be able to handle to peak flow from LMO tank . The panel should work as a pressure Differential between Liquid Medical oxygen	The changeover from LMO to Manifold shall happen due to Pressure differential. Hence a separate panel is not needed. We request you to kindly delete this.	This line item is deleted

		and Compressed Oxygen Cylinder Manifold		
9	Page 51, Sl No 29.5	1.5) Oxygen Flow meter with Humidifier BottleI) Should be BIS/CE certified/ UL Listed	Please confirm if Indigenous make is acceptable?There are very good indigenous makes of Oxygen Flowmeter available locally which are very economical too. However, these are CE certified, but not 4 digit European CE Certified.	Only Aktiv make is allowed to quote in case of Indian make. Otherwise imported flowmeters.
10	Page 53, Sl No D	Desiccant dryer shall be provided with a dew point sensing switch that shall provide an alarm on the plant control panel and central hospital alarm system when the water concentration in the delivered air rises above the limit. The Drier should have automatic purge control and CO measurement.	As per HTM & ISO standards, CO measurement is not mandatory. This facility is available only with manufactures of NFPA Systems, as they are mandatory according to NFPA. This requirement favors NFPA Manufacturers. Hence we request you to kindly delete CO Measurement / include "as per standards" offered.	No change in technical query

11	Page 53, Sl No 31.3	Air Drier –Imported	In the interest of saving costs and reducing overall project value, we suggest you to consider Air Drier Indigenous. It may be noted that there are very reliable indigenous Driers (for eg Trident - Breathing Air Systems - dedicatedly manufactured for hospital applications) with complete Air Treatment system including inbuilt Dew Point & CO Monitors, fulfiling the breathing air quality requirements of NFPA/ISO /EN / HTM. These Air Drier systems would be much more economical to install and maintain, as all service support would be available locally from the OEM. Kindly refer attached datasheets of Trident TBAS Drier System. We request you to consider this and include Indigenous / Trident in the Make List.	No change
12	Page 54, Sl No 31.4	Each bank should consist of three stage treatment. The Drier should have Integrated Digital dew point monitor and CO measurement is to be supplied with alarm contacts as per requirement of the standard..	As per HTM & ISO standards, CO measurement is not mandatory. This facility is available only with manufactures of NFPA Systems, as they are mandatory according to NFPA. This requirement favors NFPA Manufacturers. Hence we request you to kindly delete CO Measurement / include "as per standards" offered.	CO measurement to be provided if given standard(s) has provision in it otherwise not. Vendor will replace the dryer solution without any extra cahrges to ACCF during warranty and CMC period.
13	Page 55, Sl No35.1	Anesthetic Gas Scavenging System (AGSS) of minimum	AGSS Plant capacities of 1500 LPM will not required for L3 facilities.	No change

		1500LPM as Primary & 1500 LPM as Standby,		
14	Page 56, Sl No 39.1	GAS OUTLETS-Imported Terminal UNITs (Gas Outlets) with probes/Adaptors for O2, N2O, Compressed Air 4, Air 7, AGSS, Vacuum & CO2	Please confirm if the Probes / Adapters required shall be imported or Indigenous? Most of the bidders quote for Indigenous Probes. There are very good and reliable CNC Manufactured indigenous Probes / Available locally, which shall be helpful in reducing the project cost. To avoid ambiguities later on, please confirm if Imported Gas Outlets with Indigenous Probes are acceptable or not.	Indian probes of make "Aktiv" are allowed to quote. Otherwise, matching probes from same make as of Gas Outlets.
15	Page 57, Sl No 40.4	The valves should be pre-piped and shall be oxygen cleaned, full port, three piece ball-type with flanges to allow easy service and installation.	Ball Valves with three piece design are normally used in NFPA systems. This is not mandatory for HTM /ISO Standards. Kindly delete the same.	No change
16	Page 58, Sl No 43	Line Isolation Valves-Imported	Since the AVSU are indigenous, there is no need to provide imported Line Isolation Valves. Kindly clarify	Degreased Oxygenated Medical grade Indian/Imported Line Isolation Valves. If Indian, make shall be Aktiv.
17		Supply of O2 Cylinders – Class D,C,B Type	We recommend that all Cylinders should be provided with Valve Guards, to prevent untoward incidents happening due to damage of Cylinder Valves in case of the Cylinders tripping / falling down. Hence kindly inclufe Valve Guard in the scope of supply.	Supply of D Type cylinders is not required to quote (O2, Co2 and N2O). Other types to be quoted as per BoQ. Bidder will provide cylinder wih valve guard for each cylinder.
18	Page 128, Sl No 9	High pressure tubes for O2, N2O, Compressed Air,& Vacuum. It should be CE marked/UL Listed	Please confirm if the High Pressure Tubes required are Imported or Indigenous?	Indian/Imported high pressure tubes conforming to CE/UL listed.

19	Page 145, BOQ, Sl No 1.05	Supply, Installation, Testing and commissioning of Fully Automatic control panel with digital display for Oxygen Having a constant flow out put of over 1500 lpm at 4.2 bar pressure.	As per our understanding for 10 Hospital Projects, you will be needing not more than 10 Nos of Main Control Panels. For Emergency Manifolds you have already considered separately. Kindly confirm the qty required.	No extra FACP required. Hence total 10 nos. FACP required over & above required for Emergency manifold.
20	BOQ, Sl No 4.04	Supply, Installation, Testing and commissioning of Duplex Air dryer system , capacity of each should be 100% of plant design flow(23 CFM*2 +/ - 5%), include a dew -point hygrometer, Co measurement and display with a minimum accuracy of ±3°C, Duplex desiccant dryers should be used and in a range from –20°C to –60°C with a set point of –46°C. It should have Integrated automatic purge control system	For all hospitals, the size of Air Treatment plant mentioned is 23 CFM. It may be noted that the Air Plant capacities required are different for various hospitals. Please check and reconfirm the correct sizes.	No change
21	Page 59, S. No 7.2.1	For Manufacturer: The manufacturer shall have following ISO Certificationa) ISO 14001-2004 EMS (Environmental Management System)b) ISO 18001-18001-2007 (Occupational Health & Safety)c) ISO 9001-2000 (QMS)	Not all the MGPS manufactures will have the ISO Certifications as detailed on the left side. This clause is favoring only a particular manufacturer, and the other bidders will not be able to provide this.Is this applicable for all imported & indigenous components?We seek to delete this requirement.	Only ISO 9000 required. Rest deleted.
22	Page 59, S. No 7.3.1	All incidental work including civil, electical or mechanical work required for installation of the System will be the responsibility of the Contractor.	Minor incidental works can be carried out by bidder, and the rest to provided by consignee.	Already explained above

23	Technical Specifications, Page 49, Para 25	Zoning of MGPS should be done to meet the peak flow requirement with suitable backup arrangements for all services, if required.	Kindly clarify about Zoning requirement.	It is high Side which is LMO Zone and then Cylinder Gas Manifold Zone, Emergency Manifold Zone. These zones should be designed as per peak flow requirement of the hospital(s).
24	Page 50, Para 29.1B	Fully Automatic Oxygen Control Panel: The Manifold control panel should be with **digital display**, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.	Since Analog guages are more robust and long lasting, we request you to amend the sentenace as: The Manifold control panel should be with digital / analog display, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.	Amended as: The Manifold control panel should be with digital / analog display, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.
25	Page 52, Para 30.1A	Fully Automatic Nitrous Oxide Control Panel: The Manifold control panel should be with **digital**, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.	Since Analog guages are more robust and long lasting, we request you to amend the sentenace as: The Manifold control panel should be with digital / analog display, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.	Amended as: The Manifold control panel should be with digital / analog display, fully automatic type and switches from "Bank in Use" to "Reserve bank " without fluctuation in delivery supply line pressure.

26	Page 55, Para 35.4	Installation should be on roof top/suitable location. Piping, Non-Return-Valves (NRVs), and inlet nozzle should be suitably placed. Connecting hose suitable to fit with Anesthesia workstation should be provided.	There are different types of connecting hoses available for different types / makes of Anaesthesia machines. The MGPS bidder will not be aware of what kind of Anaesthesia machine the institute will eventually procure, and therefore it is not possible to estimate the cost of connecting hoses. The connecting hoses of Anaesthesia machine are normally provided by the Anaesthesia machine manufacturers. Hence, we request you to kindly delete the sentence, Connecting hose suitable to fit with Anesthesia workstation should be provided.	Amended as: Installation should be on roof top/suitable location. Piping, Non-Return-Valves (NRVs), and inlet nozzle should be suitably placed. Requirement of Connecting hoses deleted.
27	Page 57, Para 41.1 P	11.1) Master Alarm (Digital) Bidder shall be responsible for all cabling from local alarm panels to master alarm panel .	Since, it is not possible to acsertain the cabling required during this stage of tendering, we request you to kindly mention the quantities of alarm cabling required in the BOQ, to enable bidders quote accordingly.	No change
28	Page 29, Para 4.2.1	Completion of Installation and Commissioning. 60 days from date of issuance of Work Order for Barpeta & Tezpur and 75 days for remaining sites or handover of the site whichever is later.	Considering the supply of imported items, We request you to amend the work completion period as; 180 days from date of issuance of Work Order for Barpeta & Tezpur and 180 days for remaining sites or handover of the site whichever is later.	No change

29	Page 35, Para 6.4.2	Payment 90% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on installation and commissioning of the System.	We would request to consider payment as follows: a) 70% on delivery of Medical gas pipe line system at site location b) 20% on installation of MGPS b) 10% on satisfactory commissioning	Amended As: 70% value of delivered goods at site and balance within 45 days after commissioning, testing and handing over.
30	General Point	Payment terms	If commissioning of the project is delayed for more than three months after supply for reasons not attributable to Supplier then payment linked to these activities shall be released immediately.	No change
31	General Point	Payment against installation & commissioning	If commissioning is delayed for reasons not attributable to supplier then payment against this mile stone will be released within 2 months of completing all supplies.	No change
32	BOQ, Sl No 13.11	Double stage Pressure Regulator	Please provide detailed Technical Specifications.If to be connected with Medical Oxygen Cylinders, we suggest to include the following:1) Should not contain any Halogenated Polymer Materials. 2) To prevent untoward incident fire / explosion on the oxygen cylinders, supply should be made only from reliable sources, having necessary Quality Certificates, like CE 4 digit etc3) Single Stage Regulators may be suitable?, as they are widely used4) Complying with EN 738-1 Standards.	No change in technical query

33	BOQ, Sl No 13.11	Pressures Tested AA Type Cylinders with test reports	Please specify the water capacity volume. AA Type Cylinders are not available easily.	A ,B,C, Cylinders with Hydro test Reports. D Type is not required to quote.
34	Page 9, General Instructions to Tenderer, Cl – 2.1.1 (iv)	"Contract" means the written agreement entered into between the Tender Inviting Entity and/or consignee and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.	We seek to revise the clause as - "Contract" means the written agreement entered into between the Tender Inviting Entity ~~and/or consignee~~ and the Contractor, together with all the documents mentioned therein and including all attachments, annexure, ~~as well as the deviations agreed between the Parties~~ etc."	No change
35	Page 9, General Instructions to Tenderer, Cl – 2.1.1 (viii)	"Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the Contractor is required to supply to the Tender Inviting Entity under the contract.	We seek to revise the clause as – "Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, ~~industrial plant~~ etc. which the Contractor is required to supply to the Tender Inviting Entity under the contract."	No change
36	Page 15, General Instructions to Tenderer, Cl – 2.6.3.5	No interest will be paid for the EMD submitted.	We seek to revise the clause as - "No interest will be paid for the EMD submitted. Except for the event when the EMD is not returned within 30 days, ACCF shall be liable to pay interest at the rate of 18% on such delayed payments."	No change
37	Page 23, General Instructions to Tenderer, Cl – 2.20	2.20 Demonstration of Technical Specifications & Performance:	The User institutions/ ACCF shall be solely responsible for all the costs regarding travel, accommodation and other incidental expenses if they are required to travel.	Demonstration & training to ACCF staff without any extra charge to ACCF.

38	Page 24, General Instructions to Tenderer, Cl – 2.21.3 (a)	Basic Price: Basic price for each line item in the BoQ shall be includes of excise duty / customs duty, packing, insurance, installation, forwarding /transportation (upto the site) with onsite warranty, calibration charges, if any, and excludes GST.	We seek to revise the clause as follows – "Basic Price: Basic price for each line item in the BoQ shall be includes of excise duty / customs duty, packing, insurance, installation, forwarding /transportation (upto the site) with onsite warranty, calibration charges, if any, and excludes GST and any other taxes, duties and cess if applicable.."	No change, however any additional applicable tax over & above GST shall be paid by ACCF.
39	Page 24, General Instructions to Tenderer, Cl – 2.21.3 (d	Bidder shall also quote CMC / AMC rates (exclusive of GST) for a period as prescribed under Section-VII, post comprehensive warranty period. The Rates of CMC for the prescribed period shall be shown separately in the respective columns of price bid format. GST shall be paid on applicable rates as per th correct HSN Code.	We seek to revise the clause as – "Bidder shall also quote CMC / AMC rates (exclusive of GST and any other taxes, duties and cess if applicable) for a period as prescribed under Section-VII, post comprehensive warranty period. The Rates of CMC for the prescribed period shall be shown separately in the respective columns of price bid format. GST shall be paid on applicable rates as per the correct HSN Code. After the expiration of the warranty period, cost of any replacement spare parts or material required, shall be borne by the ACCF/ User Institution"	AMC/CMC rates are already fixed by ACCF. Pls see Clause 6.7.4.
40	Page 25, General Instructions to Tenderer, Cl – 2.24.1	2.24.1 The contract will be awarded to the lowest evaluated responsive bidder(s), adjudged vide the financial bid evaluation of all the technically qualified bidders provided: a) L&T Limited (the principal construction contractor of the project) refuses to execute	We request you to delete the clause of first right of refusal to L&T.	No change

		tendered item on its own at L1 price and		
41	Page 28, Section III – Tender Details, Cl – 5	Performance Security : 5% of the contract/order value (from the successful bidders). Bidder is required to submit 2% of the rate contract value initially and balance 3% at the time of issue of Purchase/Work Order.	We seek to revise the clause as - "5% of the contract/order value (from the successful bidders). Bidder is required to submit 2% of the rate contract value ~~at the time of signing of the contract~~ initially and balance 3% at the time of issue of Purchase/Work Order, for the respective sites/locations.."	Amended As: Performance Security : 5% of the contract/order value (from the successful bidders). Bidder is required to submit 2% of the total rate contract value at the time of signing of the Contract initially and balance 3% at the time of issue of Purchase/Work Order for the respective sites/locations.
42	Page 29, Section – IV – Schedule of Requirement, Cl – 4.2.1	Completion of Installation and Commissioning.60 days from date of issuance ofWork Order for Barpeta & Tezpur and 75 days for remaining sites or handover of the site whichever is later.	We seek to revise the clause as – "180 days from date of execution of the Contract ~~issuance of Work Order~~ for Barpeta & Tezpur and 180 days for remaining sites or handover of the site whichever is later."	Amended as: Completion of Installation and Commissioning.65 days from date of issuance ofWork Order for Barpeta & Tezpur and 85 days for remaining sites or handover of the site whichever is later.
43	Page 29, Section – IV – Schedule of Requirement, Cl – 4.2.8	Payment Timeline : Payment shall be released within 30 days of receipt of Bill. Bill can be raised only after obtaining the certificate of completion from the project/Site engineer.	We seek to revise the clause as - "Payment shall be released within 30 days of receipt of Bill. Bill can be raised only after obtaining the certificate of completion or the issuance of the deemed certificate of completion from the project/Site engineer."	No change
44	Page 30, Section – IV – Schedule of Requirement, Cl – 4.2.9	Maximum time to attend any Repair call : Within 24 hours	Considering the remoteness of the various locations, we request you to revise the caluse as 72 Hours.	Amended as: Maximum time to attend any Repair call : Within 48 hours

45	Page 31, Section – V – Eligibility Criteria, Cl – 5.1.4	The Bidder, at the time of bid submission, should have not been blacklisted / debarred / banned from participating in any tender by any State or Central Government Organization/ Public Sector Undertaking / UN Agencies TIE due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/ misrepresentation of quality certificates (d) Non - performance or non-supply can't participate in the tender during the period of blacklisting / debarment / Banned.	We seek the following deviation – "The Bidder, at the time of bid submission, should have not been blacklisted / debarred / banned from participating in any tender by any State or Central Government Organization/ Public Sector Undertaking / UN Agencies TIE due to (a) Service or quality failure of the equipment(s) supplied (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts/ misrepresentation of quality certificates (d) Non -performance or non-supply can't participate in the tender during the period of blacklisting / debarment / Banned with respect to supply, installation and commissioning of MGPS system in the last 3 years."	No change
46	Page 31, Section – V – Eligibility Criteria, Cl – 5.1.5	The Bidder or any of its directors/partners/key officials should not have been convicted by a competent court of law for non-performance, fraud & misrepresentation or any criminal activity within a period of last 3 years from the date of submission of bid.	We seek the following deviation – "The Bidder or any of its directors/partners/key officials should not have been convicted by a competent court of law for non-performance, fraud & misrepresentation or any criminal activity within a period of last 3 years from the date of submission of bid in relation to supply, installation and commissioning of MGPS system in the State of Assam."	No change

47	Page 32, Section – VI – General Conditions of Contract, Cl – 6.1.2	Subcontracts: The Successful bidder shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Entity prior to the entering of the contract, shall not relieve the successful bidder from any of its liability or obligation under the terms and conditions of the contract.	We seek to revise the clause as follows- "Subcontracts: The Successful bidder shall not subcontract the execution of the contract. ~~Such action, if done~~ without intimating ~~the knowledge of~~ the Tender Inviting Entity prior to the entering of the contract., However, agreements subcontracting the contract shall not relieve the successful bidder from any of its liability or obligation under the terms and conditions of the contract."	No change

48	Page 32, Section – VI – General Conditions of Contract, Cl – 6.1.2	Modification of contract: If necessary, the Tender Inviting Entity may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications (not amounting to material change i.e. without affecting ranking of the bidder) within the general scope of contract, in any, one or more of the followings:a) Specifications, drawings, designs, etc., of the Medical Gas Pipeline System to be commissioned at respective health facility/hospital,b) Mode of Demonstration/Quality Inspectionc) Incidental services to be provided by the successful bidderd) Mode of Installatione) Any other term(s) of the contract, as felt necessary by the Tender Inviting Entity depending on the merits of the case.	We seek to revise the clause as follows – ~~"If necessary, either Party may request the other Party by written notice, during the term of this Agreement, to the Tender Inviting Entity may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making~~ make alterations and modifications (not amounting to material change i.e. without affecting ranking of the bidder) within the general scope of contract, in any, one or more of the followings:a) Specifications, drawings, designs, etc., of the Medical Gas Pipeline System to be commissioned at respective health facility/hospital,b) Mode of Demonstration/Quality Inspectionc) Incidental services to be provided by the successful bidderd) Mode of Installatione) Any other term(s) of the contract, as felt necessary by the Tender Inviting Entity depending on the merits of the case.Amendments, will be final and binding upon both Parties, only in the event, the other Party has agreed to the same, and has communicated their consent in no lesser than 10 days to the other Party in writing."	No change

49	Page 32, Section – VI – General Conditions of Contract, Cl – 6.1.3	In the event of any such modification/alteration that causes increase or decrease in the cost of goods and services to be supplied, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.	We seek to revise the clause as follows – "In the event of any such modification/alteration that causes increase or decrease in the cost of goods and services to be supplied, or in the time required by the successful bidder to perform any obligation under the contract, the same shall be mutually discussed and agreed between the Parties.. ~~an equitable adjustment may be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly~~."	No change
50	Page 32, Section – VI – General Conditions of Contract, Cl – 6.1.4	If the successful bidder doesn't agree to such adjustment/amendment as proposed by ACCF, then it shall convey its views in writing within ten days from the date of such communication.	We seek deletion of this clause.	No Change
51	Page 33, Section – VI – General Conditions of Contract, Cl – 6.2	6.2 Performance Security	This clause needs to be aligned with the mode of Performance Security payment mentioned in the Tender Details and the same shall be applicable.	Already explained above

52	Page 33, Section – VI – General Conditions of Contract, Cl – 6.2.3	Subsiquent to the execution of the contract, the site-wise PO with required terms and conditions for supply and installation of the contracted item(s) shall be issued to the Contractor by the TIE (i.e., ACCF) as per the site readiness.	We seek to revise the clause as follows – "Subsequent to the execution of the contract, the site-wise PO with required terms and conditions for supply and installation of the contracted item(s) shall be issued to the Contractor by the TIE (i.e., ACCF) as per the site readiness or within 15 days from the date of executing the contract whichever is earlier."	No change
53	Page 33, Section – VI – General Conditions of Contract, Cl – 6.2.4	Failure in the part of the successful bidder in executing the contract within due date shall make the bidder liable for penal action including forfeiture of its EMD by ACCF. Similarly, non-submission of required performance security within specified timeline of 10 days of issue of the Work Order(WO) , by the contractor shall result in cancellation of WO and other penal action by ACCF including termination of contract, forfeiture of Performance Security and blacklisting.	We seek to revise the clause as – "Failure in the part of the successful bidder in executing the contract within due date, unless prevented due to an event of Force Majeure or for reasons not attributable to the Contractor, shall make the bidder liable for penal action including forfeiture of its EMD by ACCF. Similarly, non-submission of required performance security within specified timeline of 10 days of issue of the Work Order (WO) for the respective site/ location , by the contractor shall result in cancellation of WO and other penal action by ACCF including termination of contract, forfeiture of Performance Security and blacklisting."	No Change

54	Page 34, Section – VI – General Conditions of Contract, Cl – 6.2.5 (d)	ACCF will release the Performance Security without any interest to the successful bidder (Contractor) on execution of all contractual obligations successfully by the Contractor including the warranty obligations and after receipt of certificates confirming that all the contractual obligations have been successfully complied with.	We seek the following deviation – "ACCF will release the Performance Security without any interest to the successful bidder (Contractor) on execution of all contractual obligations successfully by the Contractor including the warranty obligations and after receipt of certificates confirming that all the contractual obligations have been successfully complied with or receipt of deemed completion certificates."	No change
55	Page 34, Section – VI – General Conditions of Contract, Cl – 6.3.1	The contractor shall visit the installation locations, wherever necessary, and recommend pre-installation requirements at each location. The details shall be consolidated and submited to ACCF for further actions. If the Contractor fails to communicate of such requirement in advance and cannot complete the installation and Commissioning within the stipulate period, purchaser shall deduct Liquidated Damage (LD) charges as per the bid conditions specified in Clause 6.17.	We seek to revise the clause as –"The contractor shall visit the installation locations, wherever necessary, and recommend pre-installation requirements at each location. The details shall be consolidated and submitted to ACCF for further actions. If the Contractor fails to communicate of such requirement in advance and cannot complete the installation and Commissioning within the stipulate period, purchaser shall deduct Liquidated Damage (LD) charges as per the bid conditions specified in Clause 6.17. No LD shall be applicable in the event the delay is due to an event of Force Majeure or for reasons not attributable to the Contractor, "	No change

56	Page 34, Section – VI – General Conditions of Contract, Cl – 6.3.3	If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely execution of the work and performance of services, the successful bidder shall inform the purchaser in writing within a week about the same and its likely duration and make a request to ACCF for extension of the execution schedule accordingly. On receiving the successful bidder's communication, ACCF shall examine the situation as soon as possible and, at its discretion, may agree to extend the timeline, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.	LD shall be applicable only when the delay is on account of reasons attributable to the Contractor.	No Change

57	Page 34, Section – VI – General Conditions of Contract, Cl – 6.3.4	The Contractor is required to complete the installation and Commissioning of the "Medical Gas Pipeline System"(or System) successfully at the site within time specified under Clause 4.3. from the date of issue of the "Work Order" and demonstrate individually the specification/ features as well as operation / performance of the system to the satisfaction of the user institution (in-charge/Engineer) and obtain an individual "Installation Certificate" (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned.	We seek to revise the clause as – "The Contractor is required to complete the installation and Commissioning of the "Medical Gas Pipeline System" (or System) successfully at the site within time specified under Clause 4.3. from the date of issue of the "Work Order" unless prevented due to an event of Force Majeure or for reasons not attributable to the Contractor, and demonstrate individually the specification/ features as well as operation / performance of the system to the satisfaction of the user institution (in-charge/Engineer) and obtain an individual "Installation Certificate" or deemed Installation Certificate (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned.	No change
58	Page 34, Section – VI – General Conditions of Contract, Cl – 6.3.7	All incidental work including civil, electical or mechanical work required for installation of the System will be the responsibility of the Contractor. The contract price as offered in the price bid and agreed shall be all inclusive. No separate payment shall be made other than the contracted price.	We seek to revise the clause as – "All incidental work including civil, electrical or mechanical work required for installation of the System will be the responsibility of the Contractor. The contract price as offered in the price bid and agreed shall be all inclusive. Unless mutually agreed ~~N~~no separate payment shall be made other than the contracted price."	As explained above

59	Page 35, Section – VI – General Conditions of Contract, Cl – 6.4.3	90% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on installation and commissioning of the System.	We seek the following deviation – "XX% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on installation and commissioning of the System or within 15 days of delivery of equipment at site. if commissioning and installation is delayed for reasons not attributable to bidder.	Amended As: 70% value of delivered goods at site and balance within 45 days after commissioning, testing and handing over.
60	Page 35, Section – VI – General Conditions of Contract, Cl – 6.4.3	The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of installation and commissioning of the System.	In the event ACCF/ User Institutions consignee fails to issue the completion certificate within 30 days from due date, i.e., 8 weeks of installation and commissioning of the System, then the certificate shall be deemed to have been issued and the ACCF/ User Institutions shall forthwith pay the outstanding 10%.	Amended As: 70% value of delivered goods at site and balance within 45 days after conmmisining, testing and handing over.

61	Page 36, Section – VI – General Conditions of Contract, Cl – 6.5.1	ACCF attaches paramount importance to the post installation service of the system installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period if mentioned in the Tender as a requirement, for which the rates of Comprehensive Annual Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bid finalization itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful bidder, for the item where it has been specifically mentioned to consider CMC/AMC charges for price evaluation.	We seek to revise as follows – "ACCF attaches paramount importance to the post installation service of the system installed to ensure smooth operation afterwards, unless prevented due to reasons attributable to the Consignee/ AFCC or due to faulty operations.. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period if mentioned in the Tender as a requirement, for which the rates of Comprehensive Annual Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) shall be finalized at the time of bid finalization itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful bidder, for the item where it has been specifically mentioned to consider CMC/AMC charges for price evaluation."	No change

62	Page 36, Section – VI – General Conditions of Contract, Cl – 6.5.4	Failure to provide satisfactory post-installation services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.	We seek to revise as follows – "Failure to provide ~~satisfactory~~ post-installation services as per specifications during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing reasonable ~~due~~ notice and provide opportunity for being heard."	No Change
63	Page 36, Section – VI – General Conditions of Contract, Cl – 6.6.1	The successful bidder (Contractor) has to warrant that the Goods supplied/ material used under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.	We seek to revise as follows – "The successful bidder (Contractor) has to warrant that the Goods supplied/ material used under this Contract are new, unused, ~~of the most recent or current models and incorporate all recent improvements in design and materials unless~~ as per the specifications provided ~~otherwise~~ in the Contract."	Amended as – "The successful bidder (Contractor) has to warrant that the Goods supplied/ material used under this Contract are new, unused and as per the specifications provided in the Contract."
64	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.4	On expiration of the comprehensive warranty period, the Contractor shall be willing to provide post warrenty maintenance support for an additional period as prescribed under Clause 4.3.	We seek deletion of this clause.	No Change

65	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.10	Upon receipt of such notice for repair/breakdown from ACCF/Hospital , the successful bidder shall, within the period specified under Clause. 4.3, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF.	We seek to revise the clause as follows – "Upon receipt of such notice for repair/breakdown from ACCF/Hospital, the successful bidder shall, within the period specified under Clause. 4.3, unless prevented due to reasons attributable to the Consignee/ AFCC or due to faulty operations and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to ACCF."	No Change
66	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.11	If the Contractor, having been notified, fails to rectify the defect(s) within the period specified mentioned in Clause 4.3, ACCF may proceed to take such remedial action as may be deemed necessary, at the Contractor's risk and cost and without prejudice to any other rights which the Tender Inviting Entity may have against the successful bidder under the contract.	We seek to revise the clause as follows – "If the Contractor, having been notified, fails to rectify the defect(s) within the warranty period ~~period specified mentioned in Clause 4.3~~, ACCF may proceed to take such remedial action as may be deemed necessary, at the Contractor's risk and cost, subject to Contractor's liability cap and without prejudice to any other rights which the Tender Inviting Entity may have against the successful bidder under the contract."	No change

67	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.12	Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.	We seek to revise the clause as follows – "unless prevented due to reasons attributable to the Consignee/ AFCC or due to faulty operations failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder."	No change
68	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.15	Any mandatory approval required for installation shall be obtained by the Contractor in liaison with the respective authorities.	We seek to revise the clause as –"Any mandatory approval required for installation shall be obtained by Party in whose name such licenses are required.~~the Contractor in liaison with the respective authorities~~."	No change
69	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.16	The bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a "calibration certificate" to the head of the user institution with a copy to the Procuring Entity afterwards.	Any on demand services shall be on chargeable basis.	The clause will remain unchange and bidder has to provide caliberation report with tracebility certificate.

70	Page 37, Section – VI – General Conditions of Contract, Cl – 6.6.18	The bidder shall provide up-time warranty of complete equipment as mentioned in Clause 4.3, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.	We seek to revise the clause as – "The bidder shall provide up-time warranty of complete equipment as mentioned in Clause 4.3, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period unless downtime is because of improper/ faulty operation or reasons attributable to the user institutions/ ACCF."	No change
71	Page 38, Section – VI – General Conditions of Contract, Cl – 6.7.2	The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.	We seek deletion of this clause.	No change
72	Page 39, Section – VI – General Conditions of Contract, Cl – 6.10.2	The Contractor (Contracted Bidder) shall inform any advantages in prices to the Tender Inviting Entity because of reductions/exemptions in customs duty in case of imported equipment at the time of pre-bid meeting and the bid document shall be modified by amendment to that extent.	We seek deletion of this clause.	No change

73	Page 41, Section – VI – General Conditions of Contract, Cl – 6.11	6.11.1 The Contractor shall, at all times, indemnify and keep indemnified ACCF, free of cost, against all claims which may arise in respect of goods & services to be provided by the Contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.6.11.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Entity, the TIE shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to the Purchaser(s).6.11.3 The Contractor/ its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified ACCF against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.	We seek to revise the clause as follows – "6.11.1 Either Party ("Indemnifying Party") ~~The Contractor~~ shall, at all times, indemnify and keep indemnified ~~ACCF~~ the other Party ("Indemnified Party"), free of cost, against all claims which may arise in respect of ~~goods & services to be providedIndemnifying Party's by the Contractor under the contract for~~ infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.6.11.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the ~~Tender Inviting Entity~~ Indemnified Party, the ~~they shall notify the same to the Indemnifying Party TIE shall notify the Contractor of the same~~ and the ~~Contractor~~ Indemnifying Party shall, at his own expenses take care of the same for settlement without any liability to the Purchaser(s)Indemnified Party.6.11.3 The ~~Contractor~~/Indemnifying Party its ~~Indian~~ Agent/CMC Provider shall at all times, indemnify and keep indemnified ~~ACCF~~ the Indemnified Party against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) ~~while providing its services~~ under Comprehensive Warranty/ CMC/AMC."	No change

74	Page 42, Section – VI – General Conditions of Contract, Cl – 6.13.2	If a Force Majeure situation arises, the Contractor shall promptly notify ACCF in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by ACCF in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	We seek to revise the clause as follows – "If a Force Majeure situation arises, the Contractor shall promptly notify ACCF in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. ~~Unless otherwise directed by ACCF in writin~~g, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event."	No change
75	Page 42, Section – VI – General Conditions of Contract, Cl – 6.13.3	If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	We seek to revise the clause as follows – "If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, both Parties shall mutually discuss the next course of action ~~either party may at its option terminate the contract without any financial repercussion on either side~~."	No change
76	Page 42, Section – VI – General Conditions of Contract, Cl – 6.13	Force Majeure	We seek to add the following clause – "Notwithstanding anything to the contrary contained herein, payment obligations of the Purchaser/ consignee in respect of this Contract/ Tender accrued till the date of Force Majeure shall not be affected by an event of Force Majeure."	No change

77	Page 43, Section – VI – General Conditions of Contract, Cl – 6.14.2	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Entity or the Contractor may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.	We seek to delete and replace the clause as - "All and any disputes and claims as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party, be submitted to, and be settled by arbitration of the sole arbitrator if the Parties are able to agree on one, else arbitration shall be conducted by a panel of 3 (three) arbitrators with each Party nominating one arbitrator each and the two arbitrators so appointed, nominating the third arbitrator, in accordance with the Arbitration and Conciliation Act, 1996 or any other statute as may be in force for the time being."	No change
78	Page 43, Section – VI – General Conditions of Contract, Cl – 6.14.3	Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Guwahati, Assam.	We seek to revise the clause as follows – "Venue of Arbitration: The venue of arbitration shall be Kolkata ~~the place from where the contract has been issued, i.e., Guwahati, Assam~~."	No change
79	Page 43, Section – VI – General Conditions of Contract, Cl – 6.15.2	All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Guwahati / High Court of Assam.	We seek to revise the clause as – "All disputes arising out of this bid will be subject to the jurisdiction of courts of law at Kolkata ~~in Guwahati / High Court of Assam.~~"	No change

80	Page 44, Section – VI – General Conditions of Contract, Cl – 6.16.4	Each member/constituent of the Contractor, in case of default shall be jointly and severally liable to and responsible for all obligations towards the ACCF for performance of contract/ services including that of its Associates/ Sub Contractors under the Contract.	We seek to revise the clause as – "Each member/constituent of either Party ~~the Contractor~~, in case of default shall be jointly and severally liable to and responsible for all obligations towards the ~~ACCF~~ other Party for performance of contract/ services including that of its Associates/ Sub Contractors under the Contract."	No change
81	Page 44, Section – VI – General Conditions of Contract, Cl – 6.16.5	The Contractor shall, at all times, indemnify and keep indemnified the ACCF against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.	We seek to revise the clause as – "~~The Contractor~~ Both Parties ("Indemnifying Party") shall, at all times, indemnify and keep indemnified the ~~ACCF~~ other Party ("Indemnified Party") against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder Indemnifying Party /its associate/affiliate etc."	No change

82	Page 44, Section – VI – General Conditions of Contract, Cl – 6.17.1	The penalties to be imposed, at any stage, under this bid are; a) imposition of liquidated damages, b) forfeiture of EMD/performance security c) termination of the contract d) blacklisting /debarring of the bidder	We seek to make the following revision – "~~The penalties to be imposed, at any stage, under this bid are~~ In the event the Contract is at default, unless due to an event of Force Majeure or for reasons attributable to, the Hospital may impose any of the following penalties ; a) imposition of liquidated damages, b) forfeiture of EMD/performance security c) termination of the contract d) blacklisting /debarring of the bidder"	No change

83	Page 44, Section – VI – General Conditions of Contract, Cl – 6.17.5	Liquidated Damages:- If the contractor fails to install the system within the time frame(s) prescribed in the contract, ACCF shall, without prejudice to other rights and remedies available to it under the contract, deduct from the Work Order price as liquidated damages, a sum equivalent to 1% of the value of the Work Order to be supplied and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 5%. ACCF reserves the right to allow an additional penal period of 3 (three) weeks beyond the normal penal period (5 weeks) on the written request of the Contractor with the condition that liquidated damage @ 2% on the delayed order value will be charged for each week or part thereof during the extended penal period.	We seek the following revision – "Liquidated Damages:- Unless prevented due to an event of Force Majeure or for reasons not attributable to the Contractor, Iif the contractor fails to install the system within the time frame(s) prescribed in the contract, ACCF shall, without prejudice to other rights and remedies available to it under the contract, deduct from the Work Order price as liquidated damages, a sum equivalent to 1% of the value of the Work Order to be supplied and (or) installed, per each week of delay or part thereof until actual commissioning or performance subject to a maximum of 5%. ACCF reserves the right to allow an additional penal period of 3 (three) weeks beyond the normal penal period (5 weeks) on the written request of the Contractor with the condition that liquidated damage @ 2% on the delayed order value will be charged for each week or part thereof during the extended penal period. The deduction of Liquidated damage shall be the sole remedy available to the Hospital and the sole obligation of the Contractor."	No change

84	Page 45, Section – VI – General Conditions of Contract, Cl – 6.17.6	Penal period shall start after the stipulated timeline for commissioning (as the case may be). No goods shall be received from the Contractor after expiry of the initial penal period of 5 (five) weeks and the Work Order shall stand cancelled unless the Contractor is allowed an additional penal period (as decided by ACCF) by ACCF.	We seek to revise the clause as – "Penal period shall start after the stipulated timeline for commissioning (as the case may be). No goods shall be received from the Contractor after expiry of the initial penal period of 5 (five) weeks and the Work Order shall stand cancelled unless the Contractor is allowed an additional penal period (as decided by ACCF) by ACCF Unless prevented due to an event of Force Majeure or for reasons not attributable to the Contractor."	No change
85	Page 45, Section – VI – General Conditions of Contract, Cl – 6.17.7	Once the timeline for installation and commissioning of MGPS with LD is exceeded, ACCF may consider termination of the contract. During the above-mentioned delayed period of performance, the conditions incorporated shall also apply and ACCF shall seek alternate measures at the risk and cost of the successful bidders.	We seek deletion of this clause.	No change

86	Page 45, Section – VI – General Conditions of Contract, Cl – 6.18.1	Termination for default: The TIE, without prejudice to any other contractual rights and remedies available to it may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the TIE.	We seek the following revision – "Termination for default: The TIE, without prejudice to any other contractual rights and remedies available to it may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to rectify the breach within 30 days of the written notice. The Purchaser/ Consignee shall make full payments which is accrued till date of the termination, to the Contractor.~~perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the TIE~~"	No change
87	Page 45, Section – VI – General Conditions of Contract, Cl – 6.18.2	In the event of the TIE terminates the contract due to default in the part of the Contractor, in whole or in part, it may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the TIE for the extra expenditure, if any, incurred by ACCF for arranging such procurement.	We seek deletion of this clause.	No change

88	Page 45, Section – VI – General Conditions of Contract, Cl – 6.18	6.18 Termination of Contract	We seek to make the following addition – "Contractor shall have the right to terminate this Contract forthwith if the Consignee/ Hospital is in material breach of this Agreement and where the breach can be reasonably remedied, such breach has not been remedied within a period of thirty days from the date of being notified of the breach."	No change
89	Page 45, Section – VI – General Conditions of Contract, Cl – 6.18.4	Termination for insolvency: If the Contractor becomes bankrupt or otherwise insolvent, the Tender Inviting Entity reserves the right to terminate the contract at any time, by serving 30 days written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the TIE.	We seek the following deviation - "Termination for insolvency: If either Party~~the Contractor~~ becomes bankrupt or otherwise insolvent, the ~~Tender Inviting Entity~~other Party reserves the right to terminate the contract at any time, by serving 30 days written notice to the ~~Contractor~~ Party without any compensation, whatsoever, to the ~~Contractor,~~Party, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the TIE."	No change

90	Page 46, Section – VI – General Conditions of Contract, Cl – 6.18.5	Termination for convenience: - The Tender Inviting Entity reserves the right to terminate the contract, in whole or in part for its convenience, by serving 30 days written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the TIE. The notice shall also indicate inter alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.	We seek deletion of this clause.	No change

91	Page 46, Section – VI – General Conditions of Contract, Cl – 6.19.3	In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to statutory act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the Contractor shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.	We seek to revise the clause as follows – "In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to statutory act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. ~~For this purpose, the Contractor shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item~~."	No change
92	Page 46, Section – VI – General Conditions of Contract, Cl – 6.19.4	However, the same shall not be borne by ACCF in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.	We seek deletion of this clause.	No change
93	Page 47, Section – VI – General Conditions of Contract, Cl – 6.20	Fall Clause	We seek deletion of this clause.	No change
94	Page 60, Section – VII – Technical Specifications, Cl – 7.3.5	Further, any bugs/shortcomings detected by the user as well as the supplier himself shall be rectified at free of cost to ACCF beyond warranty period.	We seek to revise the clause as - "Further, any bugs/shortcomings detected by the user as well as the supplier himself shall be rectified at free of cost to ACCF ~~beyond~~ during warranty period."	Amendment: Further, any bugs/shortcomings detected by the user as well as the supplier himself shall be rectified at free of cost to ACCF during warranty period.

95	Page 60, Section – VII – Technical Specifications, Cl – 7.4.2	If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.	We seek to revise the clause as – "If the performance of any individual equipment or system is not as per specifications~~satisfactory~~, the same shall be replaced by the supplier free of cost."	Amended as: If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost without compromising technical specifications.
96	Page 69, Format – T6: Manufacturers Offer Form, Clause 3,	We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period not lessthan 10 years. In case, our authorized bidder fails to provide after sales services as per bid condiions, we will provide the same without any extra cost to TIE.	We seek to revise the clause as – "We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period till the expiration of CMC.~~not less than 10 years~~. In case, our authorized bidder fails to provide after sales services as per bid conditions, we will provide the same without any extra cost to TIE."	No Change
97	Page 70, Format – T7: Manufacturers Offer Form, Clause 3,	We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables for 10(ten) years.	We seek to revise the clause as – "We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables till the existence of the CMC/AMC.	No Change

98	Page 79, Annexure – I, Clause 3,	The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.: (a) all the documents submitted by the bidder as part of technical bid and price bid; (b) the Schedule of Requirements; (c) the Technical Specifications and other quality parameters; (d) the clarifications and amendments issued / received as part of the bid document (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Letter of Intent (LOA) as issued by ACCF	We seek to make the following addition – "(g) – any deviations agreed between the Parties. (h) – Work Order for the respective site/ location"	Two more are added as follows: "(g) – any deviations agreed between the Parties. (h) – Work Order for the respective site/ location"
99	Page 79, Annexure – I, Clause 3,	Clause 3	We seek to make the following addition – "ACCF hereby covenants to pay or cause to pay to the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract."	No change

100			We seek to add the following – 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.Notwithstanding anything contained in this Agreement/tender read with other documents related with the Tender, the aggregate liability of the Contractor, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this contract/tender or otherwise shall not exceed 5% of the total contract value."	No change
101		No advance payments towards cost of item supplied and installed will be made to the Contractor.	Our submission is that it should be amended and given as per CPWD/GOI payment terms of on going Tenders :	No chane
102		90% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on installation and commissioning of the System.		Amended as above
103	Page no 35, sub clause no 6.4, Payments	The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of installation and commissioning of the System.	**75% on supply of material at site,**	Amended as above

104			15% on installation and The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of installation and commissioning of the System.	Amended as above
105	Page no 6, sub clause 6, Brief Schedule of Requirement & Other Details	The total timeline to complete the project is given 60 days (Barpeta & Tezpur sites) and 75 days (for other sites)	The time given to complete the work is very less, our submission is to kindly amend the clause and minimum 180-240 days be given to complete the work from the issue of purchase order.	Amended as above
106			Our submission is that products with same specification and quality are available in India , then why to go for an Imported items. Also as an Indian we all should promote make in India policy 2017 issued by Government of India to promote indigenous products. So request to kindly amend the technical specifications and the word imported and the required certification for Imported items be deleted.	
107	Page no 53, sub clause 31.3 etc	In your technical Specifications, there are some items which you have asked that they should be Imported and should be US FDA / European CE Certified with 4 digital notified body number or American ETL/ American UL listed.		No change
108	On page 45, sub clause 16	It is mentioned that The following systems/Items must be from the same principal company/Manufacturer	Our submission is that it should be amended It is mentioned that The following systems/Items must be from the same principal company/Manufacturer	No change
		(I) Control Panels & Manifold for O2, N2O & CO2	(I) Control Panels & Manifold for O2, N2O & CO2	No change
		(II)Drier assembly with Integrated Filtration and Regulation assembly as per specifications	(II) Area & Master Alarm	No change
		(III)Area & Master Alarm	(III) All types Outlets	No change
		(IV)AGSS		No change
		(V)All types Outlets		No change

109	Section V clause no 5.1.2	The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 5.00 Crs (Rupees Five Crores) of supply, installation and commissioning of Medical Gas Pipeline system of any Government, PSU or Corporate Hospitals during last three financial years i.e., 2018-19, 2019-20, 2020-21. The Work Order copies in support of that in last 3 financial years furnished (As per Format T9).	The experience criteria that mentioned in tender docment is not according to CVC guidelines (enclosed). As per CVC Guidelines experience will be considered in last 7 years. We have completion certificate of 1st January 2018 for a single government project value of Rs.6.92 crore which is allowed as per CVC guidelines. Whereas you are asking work experience for last 3 financial year 2018-19 to 2020-21 finanacial year which starts from 1st April but at the same time you are asking average annual turnover for 2017-18, 2018-19 and 2019-20 . We request to you kindly consider the work experience for the same period also so that we will be able to participate. you are requested to amend the same as per CVC guidelines.	Amended as: The Bidder should have experience of successful execution of similar assignments/contract of value (cumulative total) not less than Rs 5.00 Crs (Rupees Five Crores) of supply, installation and commissioning of Medical Gas Pipeline system of any Government, PSU or Corporate Hospitals during last five financial years. The Work Order copies in support of that in last 5 financial years furnished (As per Format T9).

110	2. Brief Schedule of Requirement & Other Details	Bid Security/ EMD (In Rs) : 5,00,000/- (Rupees Five Lakhs) and Tender Processing Fees (in Rs): Rs 2,000/-	We are MSME and NSIC registered company for these projects, which is government of India single point policy for all government departments. This allows us exemption in EMD and Tender Fee. **So, we request to you kindly allow the exemption on tender fee and EMD for MSME.** Copy of our MSME and NSIC documents are attached.	No change
111	4.2.1	Completion of Installation and Commissioning.: 60 days1 from date of issuance of Work Order for Barpeta & Tezpur and 75 days for remaining sites or handover of the site whichever is later.	We would like to inform you that due to situtaion of COVID-19 , completion of installation and commisssioning is not possible in 60 days even this is not possible in Normal senrio because international certified product need at least 6 to 7 days for delivery of the product. **We request you to kindly amend the same at least 180 days or more instead of 60 days.**	Amended as above

112	6.4	6.4 Payment 6.4.1 No advance payments towards cost of item supplied and installed will be made to the Contractor. 6.4.2 90% of the cost of the equipment installed (excluding CMC Cost, if any) + 100% tax shall be paid to the Contractor on installation and commissioning of the System. 6.4.3 The balance 10% of the payment of equipment will be made after receipt of certificate on working status of the equipment from the consignee after 8 weeks of installation and commissioning of the System. 6.4.4. The original invoice submitted shall be in the name of ACCF and the name of the consignee/Hospital shall also be mentioned in it. Invoicing, performance security deposit and consignee details shall be mentioned in the Work Order. 6.4.5 Payment for CMC/AMC Charges: The payment of CMC (if taken) will be made once in six months basis after satisfactory completion of said period.	As we are a MSME registrered compay so,we request you to **amend the payment terms as : 1. 80% of unit price on pro-rata basis towrads supply of material at site** 2. **10% against installation. 3. balance 10% against commissioning.**	Payment terms amended as above

113	7	Technical Specifications		No change
		The MGPS comprises of:		No change
		<u>Scope and Technical Specification:</u>		
	29	Oxygen Supply System	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. **" SITC Oxygen manifold size ….. Alaong with fully automatic control panelwith an output flowrate of minimum 1500 LPM at 4 bar total system strictly as per NFPA-99/HTM-02-01/ISO-7396**	
115		Cleaning : Degreasing for Oxygen Service and Pressurize with Nitrogen.		No change
116		Automatic /Semiautomatic changeover from LMO source to manifolds with control panel. The Panel should be IMPORTED / INDIGENOUS WITH EU CE certified Components . It should be able to handle to peak flow from LMO tank . The panel should work as a pressure Differential between Liquid Medical oxygen and Compressed Oxygen Cylinder Manifold		No change
117		Alarm on indicating manifold in use in case the vessel is not in use.		No change
118		Alarm on low pressure back-up manifold cylinders		No change
119	29.1	Fully Automatic Oxygen Control Panel		No change

120	A	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. It should be US FDA / European CE Certified with 4 digit notified body number or American ETL/ American UL listed.		No change
121	B	The manifold assembly should provide two stages of pressure regulation. A single stage primary regulator, one for each cylinder bank should be used to initially reduce cylinder pressure and two single stage pressure regulators should be provided in the control cabinet for final delivery pressure regulation. One delivery pressure regulator in service and one should be ready for service in a standby mode. The Manifold control panel should be with digital display, fully automatic type and switches from “Bank in Use” to “Reserve bank “ without fluctuation in delivery supply line pressure.		No change

		Changeover should be performed by electrically/pneumatically operated valves contained in the control cabinet. In the event of an electrical power failure the valves should automatically open to provide an uninterrupted gas flow. It should be 100% automatic and 1should not require manual adjustment.		
	C	Indication for changing the cylinders should be clearly identified on the front of the control panel.		No change
	D	All functional components should be enclosed in corrosion resistant robust material.		No change
122	E	All components inside the Control Panel like Pressure Regulators, piping and control switching equipment should be cleaned for Oxygen Service and installed inside the cabinet to minimize tampering with the regulators or switch settings.		No change
123	F	The Control Panel shall include two pressure relief valves, one high pressure approx. 200/350psi and one low pressure approx.75 psi.		No change

124	G	The heavy duty control panel should be provided with a flow capacity of 1500 or more LPM at 50 to 60 psi.		No change
125	H	The Automatic Control Panel should be installed in such a way to meet the peak flow requirement of the Hospital/Institute (If the requirement is more than flow capacity requirement automatic control panel the bidders has to supply 02 numbers of Automatic Control Panel and design the system in such a way to meet the flow requirement of respective institute)		No change
126	I	Control panel should have Alarm reset switch/Mute /acknowledgement switch to control and monitor the alarm indications by the operator.		No change
127	29.2	Oxygen Manifold Supply System (without Cylinders)		No change
128		The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall be compatible with Class-D type bulk cylinders.		No change

129		Manifold shall consist of two high pressure header bar assemblies to facilitate connection of primary and secondary cylinder supplies. Each header bar shall be provided with respective numbers of cylinder pigtail connections to suit cylinder valves as per IS.3224/ BS/ ASME incorporating a check valve at the header connection.		No change
130	29.3	Each header bar assembly shall be provided with a high pressure shut off valve. Oxygen Manifold should consist of 2 rows of respective numbers of class D-type bulk oxygen cylinders. The manifold should be hydraulically tested to 3000 psig. The manifold should be so designed that it shall suit easy cylinder changing and positioning. The system should have non – return valves for easy changing of cylinders without closing the bank. The cylinder should be placed with the help of cylinder brackets and fixing chains which should be galvanized.		No change

131	29.4	Emergency Oxygen Manifold (without Cylinders)		No change
132	A	The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall be compatible with Class-D type bulk cylinders.		No change
133	B	Manifold shall consist of two high pressure header bar assemblies to facilitate connection of respective numbers of primary and secondary cylinder supplies. Each header bar shall be provided with respective numbers of cylinder pigtail connections to suit cylinder valves as per IS.3224/ BS/ ASME incorporating a check valve at the header connection. Each header bar assembly shall be provided with a high pressure shut off valve.		No change
134	C	Oxygen Manifold should consist of 2/1 rows of respective numbers of class D-type bulk oxygen cylinders. The manifold should be hydraulically tested to 3000 psig. The manifold should be so designed that it shall suit easy cylinder changing and positioning. The system		No change

		should have non – return valves for easy changing of cylinders without closing the bank. The cylinder should be placed with the help of cylinder brackets and fixing chains which should be galvanized		
135	29.5	Oxygen Flow meter with Humidifier Bottle	We request you to mention **"Oxygen flowmeter should have either UL lsiting or European CE with 4 digit number"**	No change
136		Back Pressure Compensated flow meter for accurate gas flow measurement with following features:		No change
137	A)	Control within a range of 0-15 LPM		No change
138	B)	It should meet strict precision and durability standard.		No change
139	C)	The flow meter body should be made of brass chrome plated materials.		No change
140	D)	The flow tube and shroud components should be made of clear, impact resistant polycarbonate.		No change
141	E)	Flow tube should have large and expanded 0-15 LPM range for improved readability at low flows.		No change
142	F)	Inlet filter of stainless steel wire mesh to prevent entry of foreign particles		No change

143	G)	The humidifier bottle is made of unbreakable & reusable polycarbonate /polysulfone material autoclavable at 121 degree centigrade.		No change
144	H)	Humidifier Bottle should be covered under warranty & CMC.		No change
145	I)	Should be BIS/CE certified/ UL Listed		No change
146	30	NITROUS OXIDE SYSTEM	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " **SITC NITROUS OXIDE manifold size.....** Along with fully automatic control panelwith an output flowrate of minimum 500 LPM at 4 bar total system strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
147	30.1	Fully Automatic Nitrous Oxide Control Panel		No change
148		The fully automatic N2O control panel should comply with HTM 02-01/ NFPA 99 C/ EN /DIN /ISO 7396-1 STANDARD. It should be US FDA / European CE Certified with 4 digit notified body number or American ETL/ American UL listed.		No change
149	A	The manifold assembly should provide two stages of pressure regulation. A single stage primary regulator, one for each cylinder bank should be used to initially reduce cylinder pressure and two single stage pressure regulators should be provided in the control cabinet for final delivery pressure regulation. One delivery pressure regulator in service		No change

		and one should be ready for service in a Standby mode. The Manifold		
150		control panel should be digital, fully automatic type and switches from “Bank in Use” to “Reserve bank “without fluctuation in delivery supply line pressure. Changeover should be performed by electrically/pneumatically operated valves contained in the control cabinet. In the event of an electrical power failure the valves should automatically open to provide an uninterrupted gas flow. The manifold should not require any manual resetting or adjustments after the replacements of the depleted cylinders.		No change
151	B	The Control Panel shall include two pressure relief valves, one high pressure approx.200psi and one low pressure approx.75 psi.		No change

152	C	The control panel should also have heaters to prevent ice formation on the regulators at high flow rates.		No change
153	D	The Control Panel should be made to provide Heavy Duty and have a flow capacity of 500 LPM or more at 50 to 60 psi.		No change
154	E	The Automatic Control Panel should be installed in such a way to meet the peak flow requirement of the Hospital/Institute (If the requirement is more than flow capacity requirement automatic control panel the bidders has to supply 02 numbers of Automatic Control Panel and design the system in such a way to meet the flow requirement of respective institute)		No change
155	F	Control panel should have Alarm reset switch/Mute / acknowledgement switch to control and monitor the alarm indications by the operator.		No change
156	30.2	Nitrous Oxide Manifold (Without Cylinders)		No change
157	A	The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall		No change

		be compatible with Class-D type bulk cylinders.		
	B	Manifold shall consist of two high-pressure header bar assemblies to facilitate connection of primary and secondary cylinder supplies. Each header bar shall be provided with respective number of cylinder pigtail connections to suit cylinder valves as perIS.3224/ BS/ ASME incorporating a check valve at the header connection. Each header bar assembly shall be provided with a high pressure shut off valve. The manifold should be hydraulically tested to 3000 psig. The manifold should be so designed that it shall suit easy cylinder changing and positioning. The cylinder should be locked with the help of cylinder brackets and fixing chains which should be galvanized		No change
158	30.3	Emergency N2O Manifold (Without Cylinders)		No change
159	A	The size of Manifolds should be as mentioned in BOQ of respective Institute and it shall		No change

		be compatible with Class-D type bulk cylinders.		
160	B	Manifold shall consist of two high-pressure header bar assemblies to facilitate connection of primary and secondary cylinder supplies. Each header bar shall be provided with respective numbers of cylinder pigtail connections to suit cylinder valves as per IS 3224/ BS/ ASME incorporating a check valve at the header connection. Each header bar assembly shall be provided with a high pressure shut off valve. Nitrous oxide manifold should consist of 2 rows of respective numbers of cylinders.		No change
161	C	The manifold should be hydraulically tested to 3000 psig. The manifold should be so designed that it shall suit easy cylinder changing and positioning. The system should have non – return valves for easy changing of cylinders without closing the bank. The cylinder should be placed with the help of cylinder brackets		No change

		and fixing chains which should be galvanized.		
162	31	Medical and Surgical Air System -	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " SITC **Medical and Surgical Air** manifold size Along with fully automatic control panel with an output flowrate of minimum 1500 LPM at 4 bar total system strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
163		Air-cooled Oil-Less Reciprocating compressors for continuous duty application with highest output of compressed air, low power consumption and low vibration resulting in low noise level.		No change
164	31.1	Air Compressor		No change
165	A	It should be Oil-Less/ Oil free Reciprocating to produce the plant output of {minimum Liters Per Minutes(LPM) Plant capacity } as mentioned in BOQ of respective institute as primary and same capacity as standby.		No change
166	B	Medical quality air shall be delivered at a nominal pressure of 400 kPa (4 bar) and 700kPa(7 bar) gauge for supply of the hospital medical air and surgical air.		No change
167	C	Compressor plant should be designed in such a way that compressors will switch on in a sequential manner as per flow demand.		No change

168	D	Desiccant dryer shall be provided with a dew point sensing switch that shall provide an alarm on the plant control panel and central hospital alarm system when the water concentration in the delivered air rises above the limit. The Drier should have automatic purge control and CO measurement .Duplex desiccant dryer and filtration modules shall be provided with three or more individual stages of filtration as follows:		No change
169		Stage 1: Coalescing filter upstream of the desiccant dryer for removing liquid water particles down to 1micron.		No change
170		Stage 2: Particulate filter after the desiccant dryer for dust protection and removing particles down to 1 micron.		No change
171		Stage 3: Bacteria filter for removing particles down to 0.01 micron.		No change
172		Purity should be tested as per the American Pharmacopeia / European Pharmacopeia standard.		No change
173				No change

174	E	Pressure Reducing Station: for 4 bar and 7 bar should fully comply and meet with the requirements of the standard. Simplex pressure reducing station shall comprise as in- line pressure regulator, with downstream pressure gauge. Isolation valves and pressure release valves should be provided as per the standard. Duplex pressure reducing station to have two branches, connected to the MGPS in parallel in order to allow maintenance on the components of one branch, while the gas flow is		No change
175		maintained in the other branch. Ball Valves - Full bore which operate from fully open		No change
176		to fully closed position with a quarter turn of the handle. Complete pressure reducing station with base plate mounted for ease of installation.		No change
177	F	Padlocks available to allow locking of the valves in both open and closed positions and must have easy to read pressure gauges. Base plate		No change

		mounted and supplied with copper stub pipes for ease of installation using inert jointing procedures.		
178	31.1.1	The Air delivery system should have-		No change
	A	Intake filter Delivery pipe		No change
	B	Desiccant Air Dryer – .Duplex-02 Nos		No change
	C	4-Stage or more Breathing Air Filters –		No change
	D	Outlet pressures for drills/equipment and ventilators should be a minimum of 7 bar and 4 bar respectively.		No change
179	31.2	Vertical Air Receiver-Indigenous		
	A	Total air receiver capacity (capacity as mentioned in the RFP) in 1 minute in terms of free air delivered at normal working pressure. Each air receiver shall be protected by a pressure relief valve, a fusible plug and include a pressure gauge with isolating valve and a drain cock.		No change
	B	The corrosion resistant coated receiver is to be equipped with tested safety pressure relief valve, sight glass pressure gauge, automatic drain, three-		No change

		valve by-pass and source isolation valve. Should be fabricated as per ISO/ASME/BS		
180	31.3	Air Drier –Imported		
	A	The air Drier Should Duplex type, Desiccant type, each having full capacity of plant flow.It includes, dual filtration system and a dewpoint 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.		No change
	B	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. It should have integrated purge control .		No change

	C	The dual filtration system should remove liquid and particulate matter, consisting of 0.5micron coalescing filters with differential pressure indicators and automatic drain, airline pressure regulators with gauges, final pressure relief valve, and sampling valve.		No change
181	31.4	Each bank should consist of three stage treatment. The Drier should have Integrated Digital dew point monitor and CO measurement is to be supplied with alarm contacts as per requirement of the standard..		No change
182		The system should be designed to function even if the programmable controller fails.		No change
183	31.5	Accessories		No change
184		Accessories like air inlet filters , air filters (4 stage), water cooler s including for job Site installation such as inlet and discharge flexible connectors, vibration mounting pads, and source isolation valve , should be supplied.		No change

185		All the filters should be covered under warranty period and CMC Period.		No change
186	32	VACUUM SYSTEMS	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. **" SITC VACUUM SYSTEM with flow rate ..... at working pressure of 450mmHg strictly as per NFPA-99/HTM-02-01/ISO-7396**	No change
187	32.1	Vacuum Pump –Imported		No change
	A	It should be Oil Sealed Rotary Vane Type to produces the plant output of {minimum Liters Per Minutes(LPM) Plant capacity } as mentioned in BOQ of respective institute as primary and same as standby		No change
	B	Designed flow capacity should be minimum of LPM capacity as mentioned in BOQ of respective institute. The vacuum plant shall comprise air-cooled, oil lubricated rotary vane vacuum pumps suitable for both continuous and frequent start/stop operation at inlet vacuum levels between 500mmHg and 660 mmHg.		No change
	C	Each vacuum pump shall be fitted with anti-vibration pads between the pump foot and mounting frame. The plant shall be fitted with duplex bacteria filter system.		No change
188	32.2	Vacuum Receiver-Indigenous		No change

		The vacuum receiver shall be made of rust free corrosion resistant steel and fabricated as per ASME/BS/ISO for a vacuum pressure of 760mmHg. It should include bypass valves, manual drain valves, vacuum gauge. Vacuum reservoir capacity as mentioned in the RFP .		No change
189	32.3	Bacterial Filters-Imported		No change
		The filters should be designed for removal of solid, liquid and bacterial contamination from the suction side of vacuum pump systems, preventing damage to the pump and the potential biological infection of the surrounding environment. The dryer should be particulate filter dryer with ability to remove particles as small as 1micron.		No change
190		Each individual filter shall have the capacity to deliver full design flow such that one set is designated duty and the other will be standby. Bacteria filters shall have efficiency at least 99.999% when tested by the sodium flame method in accordance with BS 3928:1969. as per required standard		No change

		utilising particles in the 0.02 to 2 micron size range. The pressure drop across each clean filter at 50% of the system design flow should not exceed 25 mm Hg (3 kPa) at a vacuum of 475mm of Hg (63 kPa). Bacteria filters shall be marked with the legend 'Bio-Hazard'.		
191	32.4	Each bacteria filter shall be provided with a transparent serializable collection jar to collect condensate. The total water capacity of the pressure vessels shall be at least 100% of the design flow rate of the plant in 1 minute in terms of free air aspired.		No change
192	32.5	Accessories		No change
193		Accessories included for job site installation are inlet and discharge flexible connectors, vibration mounting pads, and source isolation valve, inlet check valve, thermal malfunction switch and vacuum control switch. Flexible connectors on inlet and exhaust of each pump, exhaust tee with union as well as copper		No change

		tubing with Shutoff- cock for gauge/bypass valve and vacuum switch etc.		
194		All the filters should be covered under warranty period and CMC Period.		No change
195	33	Ward Vacuum UNITs	We request you to mention "**Ward Vacuum UNITs** should have either UL lsiting or European CE with 4 digit number"	No change
196		It must consists of the following:-		No change
	A	1no of Suction Regulator and 1no of 1000 ml for ICU and 600 ml for wards (as per BOQ) polysulfone /polycarbonate collection jar.		No change
	B	Suction Regulator: Suction regulator should be supplied with a safety jar, including and antibacterial filter and an anti-overflow safety device. Should have wide membrane continuous suction controller		No change
	C	Should have vacuum levels: 0-750 mm Hg or more		No change
	D	Should have vacuum gauge fitted with a protective bumper device.		No change
	E	Should have on/off knob allowing for the quick		No change

		restoration of a readjusted vacuum level.		
	G	Must have central adjustment knob with a color coded for 0 to 750 mm Hg or more. Should have Polysulfone/ polycarbonate 100cc safety jar, autoclavable at 121º C at 5mins, unbreakable, fitted with an anti-overflow safety device and equipped with antibacterial filter. It should be totally transparent, to ensure perfect sucked liquid visibility.		No change
	G	Low flow ward vacuum unit - Should have vacuum levels: 0-250 mm of Hg +/-10%		No change
197	34	Theatre Vacuum unit for OT-Indigenous	We request you to mention "**Theatre Vacuum** should have either UL lsiting or European CE with 4 digit number"	No change
		It must consist of the following: -		No change
	A	Suction Regulator and 2nos. 1500ml or more polysulfone/ polycarbonate collection jar and both to be mounted on a trolley.		No change
	B	Suction Regulator: Suction regulator should be supplied with a safety jar, including an anti-bacterial filter and an anti-overflow safety device.		No change

		Should have wide membrane continuous suction controller		
	C	Should have vacuum levels : 0-750 mm of Hg or more		No change
	D	Should have vacuum gauge fitted with a protective bumper device.		No change
	E	Should have on/off knob allowing for the quick restoration of a readjusted vacuum level.		No change
		Must have central adjustment knob with a color coded for 0-750 mm Hg or more. Should have polysulfone/ polycarbonate safety jar, autoclavable at 121º C, unbreakable, fitted with an anti-overflow safety device and equipped with antibacterial filter.		No change
	F	Collection jar should be totally transparent, to ensure perfect sucked liquid visibility.		No change
198	35	AGSS (Anesthetic Gas Scavenging System) Plant – Imported (Duplex)	We request you to amend as under so that neither you can get one of the international recommended	No change

	35.1	Anesthetic Gas Scavenging System (AGSS) of minimum 1500LPM as Primary & 1500 LPM as Standby,It should be US FDA / European CE Certified with 4 digital notified body number or American ETL/ American UL listed (In-case of NFPA 99c the control panel of Plant must be UL/ETL Listed and Undertaking from manufacturer must be submitted for using the same control panel in the system offered)and should comply with HTM 02-01/ NFPA 99 C/EN/ISO 7396-1./DIN	system and yoy will not get any objections from any of the bidders and can proceed with tender easily. **" SITC "Anesthetic Gas Scavenging Systems** with flow rate ..... / for ..... number of OTs strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
199	35.2	The package should consist of rotary vane/claw type/ Blower Type vacuum pumps (Dry/Oil less only), a control panel, and mounted on a common base frame		No change
200	35.3	AGSS pump: AGSS pump shall operate completely dry. Each pump should be completely air cooled and have absolutely no water requirements. The suitable wiring from OTs to AGSS plant for remote control/suitable		No change

		reservoir (as aplicable) is the responsibility of the bidder.		
201	35.4	System in-line non-return values should allow individual pump servicing. Active anesthetic gas scavenging systems should be designed to safely remove exhaled anesthetic agents from the operating environment and dispose of them to atmosphere from the highest point of the hospital building, thus preventing contamination of the operating department and providing a safe and healthy workspace for the personal. AGSS design should be dependent upon flow rate and pressure drop characteristics of the individual components of systems. It is essential that terminal units, remote controls (If required) and pump units work in synchronized manner after connection of workstation to the AGSS System.		No change

202		Installation should be on roof top/suitable location. Piping, Non-Return-Valves (NRVs), and inlet nozzle should be suitably placed. Connecting hose suitable to fit with anaesthesia workstation should be provided.		No change
203	36	DISTRIBUTION PIPING	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. **" SITC "DISTRIBUTION PIPING "** strictly as per NFPA-99/HTM-02-01/ISO-7396 along with BS Kite mark or UL listed	No change
204	36.1	Piping specifications		No change
205	36.1. A	Copper pipe should be as per standard BS: EN 13348:2008/ ASTM B819 standards, Solid drawn, seamless, deoxidized, non-arsenical, half hard (hard can be accepted only for sizes 54mm or more), tempered and degreased copper pipe conforming to the standard. All copper pipes should be degreased & delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties & chemical composition.		No change
206	36.1.B	Copper pipe must have reputed third party inspection certificate (Eg. Lloyd's or TUV or SGS or KITE).		No change

207	36.1.C	Fittings should be made of copper and suitable for a working Pressure of up to 17bar and especially made for brazed socket type connections. All valves shall be pneumatically tested for twice the working pressure and factory degreased for medical gas service.		No change
208	36.1.D	Copper fittings should comply with EN 1254:1 factory degreased and brazing filler metals should comply with EN 1044. Fitting should be degreased, individually packed for medical use.		No change
209	36.1.E	The minimum thickness of copper pipes of 35mm and above outer diameter, should be 1.2mm and the thickness of copper pipes less than 28mm outer diameter, should be 1mm as mentioned in respective Institute's BOQ.		No change
210	37	Installation & testing		No change
211	37.1	Installation of piping shall be carried out with utmost cleanliness. Only pipes, fittings and valves that have been degreased and fittings shall be used at Site. Pipe fixing clamps shall be of nonferrous or non-		No change

		deteriorating plastic suitable for the diameter of the pipe.		
212		Inert gas welding technique should be used by passing oxygen Free Nitrogen Gas inside the copper pipes during silver brazing, in order to avoid carbon deposition inside the copper pipes. Only copper-to-copper joints are permitted on Site except threaded or flanged joints may be made where pipelines are connected to items such as valves and control equipment. No flux shall be used for joining Copper to Copper joints and on for joints made on Site. Copper to copper joints shall be brazed using a 5% silver-copper phosphorous brazing alloy CP104. A total of 5 joints shall be cut out for examination to establish the quality of the joints being made on Site. The insides shall be clean and free from oxides and particulate matter and the minimum penetration of the brazing alloy at any point shall be three times the wall		No change

		thickness of the tube. If the joints examined do not conform to these requirements, then adjacent joints shall be cut out and examined until the extent of faulty workmanship has been made good. Copper-to-brass or gunmetal joints shall only be made under controlled conditions off Site. The joints are ordinarily used to join short copper pipe tails to brass, gunmetal or bronze fittings to permit their connection into the pipeline. The sub-assemblies shall be degreased and individually sealed in bags or boxes Before delivery to Site.		
213	37.2	Adequate supports should be provided while laying pipelines to ensure that the pipes do not sag. Suitable sleeves shall be provided wherever pipes cross through walls / slabs. All pipe clamps shall be non-reactive to copper.		No change
214	37.3	After erection, the pipes are to be flushed with dry Nitrogen gas and then pressure tested with dry Nitrogen at a pressure equal to twice the working		No change

		pressure or 150 psig, whichever is higher for a period of not less than 24 hours.		
215	37.4	Length and quantity of individual items (Copper pipes, AVSUs, Alarm panels, Isolation valves, Outlets, pendants etc.) are mentioned. However quantity will be calculated and paid at actuals. Bidder should quote unit price for all the items as detailed		No change
216	37.5	Maximum interval between supports (Horizontal and Vertical)		No change
217	37.6	(12mm Pipe - 1.5m, 15mm pipe - 1.5m, 22mm pipe – 2m, 28mm pipe-2m, 35mm pipe-2.5m, 42mm pipe - 2.5m, 54mm pipe - 2.5m, 76mm pipe – 3meter)		No change
218	39	GAS OUTLETS-Imported	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " **GAS OUTLETS** strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
219	39.1	Terminal UNITs (Gas Outlets) with probes/Adaptors for O2, N2O, Compressed Air 4, Air 7, AGSS, Vacuum & CO2		No change
220	39.2	The Medical gas outlets shall confirm to HTM 02-01/ NFPA 99 C/EN/DIN/ ISO 7396-		No change

221		1. Front Loading Type Terminal Outlets should be designed to dispense medical gases (or an inlet for medical vacuum) to the secondary equipment (flow meters, Suction regulators, etc.) at the point of use and is gas specific so that secondary devices		No change
222		cannot be “attached” to the wrong gas. When not in use the gas in a non-flowing state within the Outlet		No change
223		(Terminal unit) sealed by “O” ring. The adapter when inserted pushes the poppet inside and the gas starts flowing and sealing is ensured by the “O” ring or a seat. The Outlets are Quick Connect Type and gas specificity is accomplished by "Pin indexing." The outlets should have following features:		No change
224	A	• Push to insert and press-to-release mechanism for probes.		No change
225	B	• Allows plugging of probes from front.		No change
226	C	• Self-sealing valve on disengaging the probe (Quick disconnect)		No change
227	D	• Smooth quite action.		No change

228	E	• Non return valve for on line servicing/ repairing		No change
229	F	• Indexed to eliminate inter-changeability of gas services		No change
230	G	• Color-coded gas specific front plate		No change
231	H	• Totally leak proof, safe & easy to operate		No change
232	I	• Configurations possible: surface, flush & Bead-head.		No change
233	J	•Outlets should be US FDA / European CE Certified with 4 digit notified body number or American ETL/ American UL listed		No change
234	K	•All outlets should have respective labels (i.e.O2 / N2O / CO2 / Air4 / Air7/Vacuum/AGSS/etc.) displayed accordingly.		No change
235	40	AREA VALVE SERVICE UNIT(Indigenous)	**We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " SITC "AREA VALVE SERVICE UNIT strictly as per NFPA-99/HTM-02-01/ISO-7396**	No change
236	40.1	Area valve service units should fully comply and meet with HTM 02-01/NFPA 99C/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		No change

		valve in a lockable box with emergency access. It should be reliable and easy to operate, easy purge, sample & pressure testing and emergency supply system.		
237	40.2	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. The unit should provide a zone isolation facility. Gas Flow direction should be indicated.		No change
238	40.3	The box shall be made from extruded aluminum to prevent corrosion. All wetted parts (except seals and gaskets) should be brass or copper. Each unit assembly should be factory tested for gas tightness. Rubber pipe grommets should be provided to ensure any leaking gas does not escape from the unit into a wall cavity. All visible aluminum surfaces should be powder coated.		No change

239	40.4	The valves should be pre-piped and shall be oxygen cleaned, full port, three piece ball-type with flanges to allow easy service and installation. The valve shall have a pressure rating of 600 psig. and be hydrostatically tested. Appropriate Pressure gauge should be installed along with NIST or equivalent connector .		No change
240	41	ALARM SYSTEM	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " **SITC OF MASTER AND AREA ALARM**" strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
	41.1	Master Alarm (Digital)-Imported		No change
	A	Should be US FDA / European CE Certified with 4 digital notified body number or American ETL/ American UL listed.		No change
	B	Complies with HTM 02-01 / NFPA 99C/EN/DIN/ ISO 7396-1 Standards.		No change
	C	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 pressure of Liquid Oxygen , Primary and Secondary oxygen bank ,Emergency oxygen bank ,		No change

	D	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.		No change
	E	The box material should be of gauge steel of requisite thickness and equipped with mounting brackets. The emissions from alarms should conform with EMC standards.		No change
	F	Master alarm management system should be designed to display alarm conditions from the source supply units indicating the broad status of the source equipment and manifolds as well as the master distribution status from the source supplies.		No change

	G	Each panel shall display and/or input up to forty point alarms. Panel should be ready to use with BMS system.		No change
	H	The master alarm must be able to monitor the following source alarm conditions.		No change
	I	· Oxygen Source LMO Pressure Display with Fault Indication		No change
	J	· Oxygen Cylinder Bank Pressure display with Empty/Fault Indication		No change
	K	· Oxygen Emergency Bank Pressure display with Empty/Fault indication		No change
	L	· Air Compressor pressures (both 4 bar and 7 bar) display with Empty / Fault display		No change
	M	· Vacuum Pump pressure display with Faulty/Operational display		No change
	N	· Vacuum Deficiency Vacuum Reservoir		No change
	O	· N20 and CO2 pressure display with fault/empty And Other MGPS Signals & Alarms		No change
	P	Bidder shall be responsible for all cabling from local alarm panels to master alarm panel .		No change
	Q	Master alarm should be integrated with BMS/HIS		No change

	42	Medical Gas Area Alarm(Imported)		No change
241	42.1	The medical gas central alarms should be capable of monitoring up to 5 medical gas services (As specified in BOQ of respective institute) by means of pressure sensors which detect deviations from the normal operating limits of either pressure or medical vacuum.. The medical gas area alarm should fully satisfy the HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396-1 requirements and should be US FDA / European CE Certified with 4 digit notified body number or American ETL/ American UL listed.		No change
242	42.2	An audible warning should sound simultaneously with any failure indication and a mute facility should be provided. "		No change
243		Note: The bidder may offer combined unit of AVSU & alarm, bidder has to match the quantity of AVSU/Alarm whichever is higher		No change
244	43	Line Isolation Valves-Imported	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any	No change
245		The Lockable line valves must degreased and complete valve with stuffed pipe & fittings,		No change

		factory tested and complies with HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396- 1 standard.	objections from any of the bidders and can proceed with tender easily. **" SITC LINE ISOLATION VALVES"** strictly as per NFPA-99/HTM-02-01/ISO-7396	
246	46	Horizontal/ Vertical Bed Head Panel-indigenous	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. **" Horizontal/ Vertical Bed Head Panel** Along with fully automatic control panelwith an output flowrate of minimum 1500 LPM at 4 bar total system strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
247	46.1	It shall confirm to HTM 02-01/ NFPA 99 C/EN/DIN/ISO 7396-1. The design should be approved by the respective institute 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 (Vertical/Horizontal) as per Site condition. Vertical BHP should be upto False Ceiling Lavel and all outlets and sockets should be located at reachable height. Horizontal BHP should be of maximum 1200mm for up to 4 outlets configuration and 1800mm for 6/8 Outlet configurations.		No change
248		It should have following features:-		No change
	46.1.A	Efficient, Safe & Robust design in extruded aluminium section.		No change

	46.1.B	Smooth curved surfaces, and choice of base colour and fascia plates.		No change
	46.1.C	UNIT should have integrated rail system to mount accessories		No change
	46.1.D	The headwall system should be constructed of aluminium extrusions joined together to form a carcass to suit the particular application. UNIT should be factory assembled for electrical and mechanical components.		No change
	46.1.E	Segregation of services i.e. Low voltage supplies, High Voltage supply and Medical gases should be maintained with minimum 2 tier/2 channel arrangements.		No change
	46.1.F	Front fascia plate should be removable individually to access for respective service.		No change
	46.1.G	It should have one rail for mounting Accessories.		No change
	46.1.H	Each bed-head unit shall be supplied with electrical and electrical outlets pre-fitted, wired and certified. (Wired up to the distribution box provided with leakage protection & proper earthling arrangements). The		No change

		sockets should have color coding / identification marks for UPS supply.		
		Necessary factory cut out for nurse call system should be done the dimensions for the cut out will be shared with nurse call vendor. Necessary cooperation to be extended to the nurse call bidder to execute the installation smoothly.		No change
		Switches/Sockets and data points to be supplied and installed by MGPS bidder		No change
		Note: Gas Outlets quantities are already taken in consideration of quantities of respective outlets in BOQ		No change
249	47	High pressure tubes for O2, N2O, Compressed Air,& Vacuum	We request you to mention **"High pressure tubes for O2, N2O, Compressed Air,& Vacuum** should have either UL lsiting or European CE with 4 digit number"	No change
		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 CE marked/UL Listed. (The 200m Hose- Gas wise requirement should be		No change

		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)		
250	49	CARBON DIOXIDE SYSTEM	We request you to amend as under so that neither you can get one of the international recommended system and yoy will not get any objections from any of the bidders and can proceed with tender easily. " SITC **CARBON DIOXIDE** manifold size Along with fully automatic control panelwith an output flowrate of minimum 1500 LPM at 4 bar total system strictly as per NFPA-99/HTM-02-01/ISO-7396	No change
	A	The system should consist of medical CO2 Manifold as per the Given BOQ of each site and control panel . Control panel of CO2 should be US FDA / European CE Certified with 4 digit notified body number or American ETL/ American UL listed.		No change
	B	The Modular Manifold supply system shall provide carbon dioxide piped distribution system.		No change
	C	The Modular Manifold system should be in such a way that it increases flexibility and allows easy enlargement of the manifold capacity in case of future expansion. Should be complies with HTM 02-01/ NFPA 99 C/EN/DIN/ ISO 7396-1 standard.		No change

	D	It should be supplied by High flow Double stage Regulator		No change
251		Format – T7: Manufacturers Authorisation Form (for Distributor)	We request you to kindly remove manufacturer authority letter as this restrict the competition and particular manufacturer uses his discretion to who to give and to whom not to give and similarly different prices to different bidders.	Amendment: Manufacture can authorise multiple bidders to quote their product(s). Exclusivity is removed. However, it is mandatory to submit Mfg Authorisation Form. Revised Manufacturer Authorisation Form (Format T-7) is attached.
252		Format-T6: Manufacturer Offer Letter (in case Manufacturer/OEM is bidder itself).		Revised Format T-6 is attached. Bidders are requested to submit this letter in revised format.
253			We request you to kindly remove all mentioned makes for better/competitative participation and remove the lines where ever it is mentioned to use single make for all of the items.	No change in technical query
254	**on Page no. 53. Sr. No.31.1 (D) & Sr. No. 31.3**		Dryer specs are mentioned at point no. 31.1 which is indigenous and point no. 31.3 which is imported. Please clarify whether you want imported / Indigenous.	
255	**on Page no. 14. Point no. 2.6.1.2 EMD**		Please Exempt EMD for the MSME registered company as it is a guideline for Government of India to support MSME registered companies.	No change

256	**on Page no. 31 Point no. 5.1.3 Pre qualification of Bidders**		At point no. 5.1.2 the tender specifies that the cumulative turnover of all the 3 years in total shall be 5 Cr. On the contrary at point no. 5.1.3 tender specify average annual turnover of 3 years to be 5 Cr. Both points are in contradiction. Please reduce the average annual turnover of last 3 years to be 2.5 Cr. To avoid the contradiction. The earlier tender floated by 'Alamelu Charitable Foundation' was also the mentioned that the average 3 years turnover to be 2.5 Crore.	No change
257	**on Page no. 35 Point no. 6.4 Payment Terms**		We request for the amendment of Payment terms as 75% against supply of goods, 20% against installation and 5% after commissioning	Payment terms amended as above
258	**on Page no. 49. Point no. 16Responsibility of Bidder**		In the yesterday meeting, many bidders were discussing to remove this clause. We request you not to delete the clause because only those companies / brands should be allowed to participate who are dedicated MGPS equipment manufacturer of all the MGPS equipments. if you remove it then the small companies who manufacturer only few MGPS equipments will participate. It will be unfair to compare the quality and design of small companies with reputed & big manufacturer of MGPS equipments	No change
259	**on Page no. 48 & 49. Scope for civil structure**		Please clarify the scope of bidder related to the various civil work for the project. It was discussed in yesterday meeting as there are various contradiction in the scope	Already explained above

260	**on Page no. 5. Point no. 4 End Date & Time of online bid submission**		Please allow us the 15 days from the date of publishing of pre- bid clarification as due to lock down across world, we require some to discuss with them after clarifications	No change
261	**Notice Inviting Tender: Schedule of Events**	Existing Clause: 1. Last date and time of bid submission (Online): 14th May 2021 till 15:30 Hrs 2. Last date and time of submission of Key physical documents: 14th May 2021 at 15:30 Hrs 3. Technical Bid Opening Date (online): 14th May at 16:00 Hrs		Amended Clause: 1. Last date and time of bid submission (Online): 21st May 2021 till 15:30 Hrs 2. Last date and time of submission of Key physical documents: 21st May 2021 at 15:30 Hrs 3. Technical Bid Opening Date (online): 21st May at 16:00 Hrs. Note: Bidders are requested to submit Key Physical Document well in time. However, delay of 3-4 days is allowed due to Covid issue,

Rest terms & conditions of bid document remain same.

--sd—
(Head Procurement)

Format –T6: Manufacturers Offer Form

(To be submitted in Part– I Technical Bid)

MANUFACTURER'S OFFER FORM

(to be submitted by manufacturer in a letterhead in case the bidder is the manufacturer)

No. Dated:

To
<Insert Name, Address and Designation of the TIE>

Dear Sir / Madam,

Bid Reference No :
Equipment Name :

1. We …… (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at ……(full address with telephone number/fax number & email ID and website), and having factories at……

2. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above bid and also supply spares / reagents / consumables for a period not less than 10 years.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)
For and on behalf of M/s. (Name of manufacturers)
Seal

Date:
Place:

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

Format – T7: Manufacturers Authorisation Form (for Distributor)

(To be submitted in ***Part – I Technical Bid***)

MANUFACTURER'S AUTHORISATION FORM

(*Multiple authorization is allowed)*

(to be submitted by the bidder (if not the OEM) on letterhead of OEM)

No. Dated: To

<Insert Name, Address and Designation of TIE>

Dear Sir / Madam,

Bid Reference No:
Equipment Name:

1. We …… (name of the OEM) are the original manufacturers of the above equipment having registered office at …… (full address with telephone number/fax number & email ID and website), having factories at…… and , do hereby authorize M/s……(Name and address of bidder) to submit bids, and subsequently negotiate and sign the contract with you against the above bid no.
2. No company or firm or individual other than M/s……and/or Ms……..and/or M/s……and/or M/s……..(*in case of multiple authorization)* are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid reference no.
3. We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents / consumables for 10 (ten) years.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment bided within the stipulated time.

(Name)

for and on behalf of M/s.
(Name of manufacturers)
Seal

Date:
Place:

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case distributor is quoting through the importer, then the manufacturer has to give authorization to importer and the importer has to give the authorization to the distributor in the above format.*