

Amendment 6 dt.14.10.2020 to Tender Notice No.: 3.30/APMSIDC/TECHNICAL/2020-21, Dt: 18.09.2020

Sl. No.	Pg. No	Tender Condition	Bidder Request	Read as
M/s. SIEMENS Healthineers				
Commercial Clarifications				
1	Pg. 8 (Point 5.1.1)	Installation & Delivery period: 90 days from date of issuance of Supply Order/ from the date of site hand over/ AERB procurement permission date whichever is later	Delivery of Main equipment & Local Bought out items or accessories within 90 days from issuance of supply order or site handover with requisite power or AERB procurement permission whichever is later. Thereafter installation within 30 days. Please provide additional time for installation.	No change
2	pg. 38 & 39 (Point 15)	<p>Liquidated Damages</p> <p>For Short fall in Equipment Maintenance services : Any major repair intimated by the Purchaser or the end-user shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and repair the equipment to the satisfaction of the Purchaser or the End User. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day of delay, until the equipment is repaired and brought to the normal working condition to the satisfaction of the Purchaser.</p>	<p>For Short fall in Equipment Maintenance services : Any major repair intimated by the Purchaser or the end-user shall be rectified by the Supplier from the date of intimation within a period of 3 working days for local items and 7 working days for imported item and repair the equipment to the satisfaction of the Purchaser or the End User. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day of delay, until the equipment is repaired and brought to the normal working condition to the satisfaction of the Purchaser. Moreover, the penalty is open ended without any capping. We request inclusion of the term "subject to a maximum of 5% of the</p>	<p>For Short fall in Equipment Maintenance services : Any major repair intimated by the Purchaser or the end-user shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and repair the equipment to the satisfaction of the Purchaser or the End User. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10, 000/- per day of delay, until the equipment is repaired and brought to the normal working condition to the satisfaction of the Purchaser subject to a maximum of 5% of the Equipment contract price during warranty period. Post warranty liability will subject to a maximum of 10% of annual contract value</p>

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			<p>Equipment contract price during warranty period. Post warranty liability will subject to a maximum of 10% of annual contract value.</p> <p>Maximum downtime agreed in 95% and nay penalty towards the downtime will be applicable if the downtime exceeds permissible downtime. The mode of penalty may please be changed to extension of warranty from financial penalty.</p>	
3	Pg. No. 57 Section – VI	<p>Terms of Qualification for Equipment:</p> <p>The bidder shall be a Company registered under companies act 1956 / 2013. The bidder can participate as Consortium with maximum of 2 In case of consortium,</p> <ul style="list-style-type: none"> ● Both the parties should be Companies under companies act 1956 / 2013 ● At least one of the partners should meet the eligibility criteria ● At least one of the partners should be OEM for MRI and CT equipment's. <p>Consortium agreement as per Annexure-IX and Format for Power of Attorney for Lead Member of Consortium as per XII-C .</p>	<p>Terms of Qualification for Equipment:</p> <p>The bidder shall be a Company registered under companies act 1956 / 2013. The bidder can participate as Consortium/Co-bidder with maximum of 2 In case of consortium/Co – bidding,</p> <ul style="list-style-type: none"> ● Either of the parties should be Companies under companies act 1956 / 2013 ● At least one of the partners should meet the eligibility criteria ● At least one of the partners should be OEM/ Affiliate of OEM for MRI and CT Equipment's. ● Consortium Agreement as per Annexure-IX and Format for Power of Attorney for Lead Member of Consortium as per XII-C. ● Parties shall be jointly responsible till the Bidding. 	<p>Terms of Qualification for Equipment:</p> <p>The bidder shall be a Company registered under companies act 1956 / 2013. The bidder can participate as Consortium with maximum of 2 In case of consortium,</p> <ul style="list-style-type: none"> ● Both the parties should be Companies under companies act 1956 / 2013 or as per GST act ● At least one of the partners should be OEM/ Affiliate of OEM for MRI and CT equipment's.

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			<ul style="list-style-type: none"> • Upon declaring L1, separate Biparty agreements as per final terms and condition shall be entered with Equipment supplier and Manpower service provider. Both parties shall be responsible for their respective scope of work and performance Security. <p>As co-bidding is allowed and HR partner will have separate agreement with APMSIDC as per Section C (Manpower at respective locations) – (Section– V – Schedule of requirements and technical specifications) (pg.56) – therefore requirement to enter into a consortium agreement and Power of Attorney for Lead partner should be removed from qualification criteria.</p>	
4	Pg. No. 54	<p>Manpower at respective locations</p> <p>HR Partner of consortium will have MOU with APMSIDC for manpower</p>	<p>Request to clarify following and same be kindly captured in the corrigendum:</p> <ol style="list-style-type: none"> 1. From this clause it is understood that Equipment supplier and HR partner will be liable for their respective scope. 2. Joint Bidding/Consortium is only till award stage. Joint bidding will not be construed as consortium for project execution. As such joint and several liability is only with respect to bid and information submitted therein. 	<ol style="list-style-type: none"> 1. HR partner will have MOU with APMSIDC for providing qualified technical and other required manpower for the operational and smooth function of the Hub and spokes as in RFP. 2. OEM/affiliated to OEM will be responsible for supply, installation, training, warranty, maintenance and to all related to equipment function.

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5	Pg. No. 36 Point No 8	<p>Insurance</p> <p>i. For delivery of goods at site, the insurance shall be obtained by the Supplier at his cost for an amount equal to 110% of the value of the goods from "warehouse to warehouse" on "All Risks" basis including war Risks and Strike clauses period in the name of consignee authorized by the purchaser i.e. M.D. APMSIDC. The supplier shall also provide insurance coverage against fire and theft in the name of consignee up to end of the warranty period.</p> <p>ii. To submit a copy of insurance document duly attested by the consignee to APMSIDC along with bills for making payment. Otherwise the bills may not be processed.</p>	<p>Insurance</p> <p>i. For delivery of goods at site, the insurance shall be obtained by the Supplier at his cost for an amount equal to 110% of the value of the goods from "warehouse to warehouse" on "All Risks" basis including war Risks and Strike clauses period in the name of consignee authorized by the purchaser i.e. M.D. APMSIDC. The supplier shall also provide insurance coverage against fire and theft in the name of consignee up to end of the warranty period.</p> <p>ii. To submit a copy of insurance document duly attested by the consignee to APMSIDC along with bills for making payment. Otherwise the bills may not be processed. Once the ownership of the equipment is transferred, insurance has to be taken by the new owner as insurance company can issue Insurance in favour of owner only. Original Insurance document will be issued by the insurance company. Hence attestation of the same may please be excused.</p>	-
6	pg. 9 (Point 5.1.11)	Rate Contract Validity For two (2) years	Validity of quoted price : For 270 days Tendered equipments are imported in nature and involves exposure to large volume of foreign currency fluctuation. Considering the same request for price validity to be 270 days.	Validity of quoted price: For one (1) Year, and will be continued as mutual agreement.