

01.12.2021

TAMILNADU MEDICAL SERVICES CORPORATION LTD.,

**TENDER FOR FIXING RATE CONTRACT FOR SUPPLY AND INSTALLATION OF
HIGH FREQUENCY MOBILE X-RAY MACHINE AT VARIOUS VETERINARY
INSTITUTIONS**

Tender No.602/XR/AHD/TNMSC/ENGG/2020, Dt.09.10.2020

Corrigendum

a) The following amendment is issued:-

Sl. No.	Tender document reference	Instead of	Read as
1.	Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine And refer corrigendum issued on 08.02.2021.	High Frequency X-ray Generator with 30 KW output power or more with 40 to 125 KVP range and mA range of 125 to 300mA.	High Frequency X-ray Generator with 30 KW output power or more with 40 to 125 KVP range and mA range of 125 to 400mA or more.
2.	Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine Mobile Stand	Should allow manoeuvrability of X-ray tube beam horizontally in all directions (360 degree).	Should be compact, smaller footprint with articulated arm for easy manoeuvrability of X ray machine horizontally in all directions (360 Degree)
3.	Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine		Add the point at the end of the specification:- The model quoted should be AERB Type approved or AERB NOC is obtained

b) The following clarifications are issued:-

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
4.	<p>Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine And refer corrigendum issued on 08.02.2021. High Frequency X-ray Generator with 30 KW output power or more with 40 to 125 KVP range and mA range of 125 to 300mA.</p>	<p>Request to amend as 'High Frequency X-ray Generator with 20 KW output power or more with 40 to 125 KVP range and mA range of 125 to 300mA'</p>	<p>No change. Hence, published specification prevails.</p>
5.	<p>Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine And refer corrigendum issued on 08.02.2021. X-ray tube Collimator Large focus - 1.3 mm or less output at 32KW or more. Small Focus – 0.6mm or less with output 11 KW or more. Tube with anode heat storage capacity 100 KHU or more.</p>	<p>Request to amend as 'Nominal focal spot of 0.8mm'</p>	<p>No change. Hence, published specification prevails.</p>
6.	<p>Page No.54 Section VI: Technical Specification 2. Specification for High Frequency Mobile X-ray machine And refer corrigendum</p>	<p>Request to amend as 'mA Selection : from 40mA to 300mA.</p>	<p>No change. Hence, published specification prevails.</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>issued on 08.02.2021.</p> <p>Operation Mode</p> <p>mA Selection : from 40mA to 400mA</p>		
7.	<p>Page No.54</p> <p>Section VI: Technical Specification</p> <p>2. Specification for High Frequency Mobile X-ray machine</p> <p>And refer corrigendum issued on 08.02.2021.</p> <p>Operation Mode</p> <p>Anatomical programming for Veterinary applications</p>	Request to delete this point	No change. Hence, published specification prevails.
8.	<p>Page 15</p> <p>Section II - Instruction To Bidders</p> <p>13. Bid Security</p> <p>13.3b. b. A Banker's cheque, or demand draft obtained from any scheduled bank in favour of TamilNadu Medical Services Corporation Limited, payable at Chennai.</p>	<p>Bid Security declaration</p> <p>Or</p> <p>If not received the Govt. Notification on EMD then allow us to submit Bid Security as Bank guarantee (valid for 1 year in any standard EMD BG format) obtained from any scheduled bank in favour of Tamilnadu Medical Services Corporation Limited, payable at Chennai.</p>	No change. Hence, published terms and condition prevails.
9.	<p>Page 52</p> <p>Section V – Schedule of requirement</p> <p>And refer corrigendum issued on 08.02.2021.</p> <p>Annexure I</p> <p>Delivery Schedule: -60 days from the date of purchase order</p>	<p>Delivery Schedule: -90 days from the date of purchase order and date of e-LORA permission whichever is later for the full quantity and for increased quantity the delivery period will be increased proportionately.</p>	No change. Hence, published terms and condition prevails for both delivery period and payment terms'

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	and date of e-LORA permission whichever is later for the full quantity and for increased quantity the delivery period will be increased proportionately.	Consignee wise LC shall be opened based on site readiness status from respective consignees.	
10.	Page no. 39 Section III - General Conditions Of Contract 31. Taxes and Duties 31.1. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the Notification of Award.	Request to amend as Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax/ GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra	GST as per the applicable rate during the currency of the contract as per schedule is payable extra.
11.	Page no. 31 Section III - General Conditions Of Contract 16. Prices 16.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special	Request to amend as Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case	GST as per the applicable rate during the currency of the contract as per schedule is payable extra.

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	Conditions of Contract or in the Purchaser's request for bid validity extensions, as the case may be.	<p>may be.</p> <p>However any difference, due to change in laws, rules and regulations whether State or Central, in the sales tax/service tax or any other taxes considered and actually levied by the concerned authorities shall be borne by Purchaser.</p>	
12.	<p>Page 52</p> <p>Section V – Schedule of requirement</p> <p>And refer corrigendum issued on 08.02.2021.</p> <p>Annexure I</p> <p>Note :</p> <p>1) The rate contract should be valid for a period of 2 years from the date of acceptance of the tender and extendable for further period on mutual acceptance.</p> <p>3) During the rate contract period, further quantity may be ordered for any other Govt. Medical Institutions at the same rate and terms & conditions.</p>	<p>Request to amend as</p> <p>1. 'The rate contract should be valid for a period of 1 years from the date of acceptance of the tender for the items of the items description and extendable for further period on mutual acceptance.</p> <p>3. During the rate contract period, further quantity may be ordered for any other Govt. Medical Institutions at the same rate and terms & conditions for the items of Item description as per mutual agreement.</p>	No change. Hence, published terms and condition prevails
13.	<p>Page no. 41</p> <p>Section IV - Special Conditions of Contract</p> <p>10. Payment (GCC clause 15)</p> <p>Payment for Goods and Services shall be made in Indian Rupees as follows:</p>	<p>Request to amend as</p> <p>'For Equipment/items quoted & supply in Indian Rupees:-</p> <p>100% payment should be done through confirmed & irrevocable Inland letter of credit, payable as:-</p>	No change. Hence, published terms and condition prevails

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>(i) No advance payment will be made.</p> <p>(ii) 100% payment will be made against successful completion of installation and commissioning of MRI equipment at the respective sites against certification from the consignee.</p>	<p>80% against presentation of dispatch documents:- Packing list, Invoice in triplicate, Insurance certificate, Supplier's warranty certificate, copy of Lorry/Railway receipt.</p> <p>20% after Final Acceptance certificate issued by end user.</p>	
14.	<p>Page no. 41</p> <p>Section IV - Special Conditions of Contract</p> <p>10. Payment (GCC clause 15)</p> <p>f) If the price includes customs duty, relevant documentary evidence for import of the equipment / goods (Bill of lading / Airway Bill, Bill of entry and invoice copy) and proof for payment of Custom duty shall be furnished.</p>	<p>Request to delete this point as it is not applicable for Indian Rupees offer.</p>	<p>No change. Hence, published terms and condition prevails</p>
15.	<p>Page. No. 49</p> <p>Section IV- Special Conditions of Contract</p> <p>16. Annual Maintenance Contract</p> <p>16.3 Any major repair pointed out by the Purchaser shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the</p>	<p>Request to amend as 'Any major repair pointed out by the Purchaser shall be attended by the Supplier from the date of intimation within a period of 3 working days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has a right to extend the CMC period by double time of excess downtime days.</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.</p>		
16.	<p>Page. No. 49 Section IV- Special Conditions of Contract 16. Annual Maintenance Contract 16.6 The scope of comprehensive Annual Maintenance Contract shall include replacement of all parts without any exclusion. The supplier shall undertake atleast one Preventive Maintenance Service per quarter of the year and attend to all break down maintenance calls. The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.</p>	<p>16.6 The scope of comprehensive Annual Maintenance Contract shall include replacement of all parts without any exclusion. The supplier shall undertake atleast one Preventive Maintenance Service per half year and attend to all break down maintenance calls. The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.</p>	<p>No change. Hence, published terms and condition prevails</p>
17.	<p>Page no. 33 Section III – General Conditions of Contract</p>	<p>Request to amend as 'Affiliates/ Subsidiary of OEM shall ensure availability of spare parts for the</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>13. Spare Parts</p> <p>13.1 b.(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.</p>	<p>period of 10 years however will not make available any proprietary information of the supplier.</p>	
18.	<p>Page no. 28</p> <p>Section III - General Conditions Of Contract</p> <p>7. Inspection & tests</p> <p>7.2 . The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.</p>	<p>Request to amend as 'The inspections and test may be conducted at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data (but not including Blue prints and technical drawings or any other proprietary nature documents) – shall be furnished to the inspectors at no charge to the Purchaser, however all cost towards boarding/lodging shall be born by buyer only. The supplier shall furnish an inspection certificate from a nominated third party inspection agency to the purchaser to verify the conformity to technical specification</p>	<p>No change. Hence, published terms and condition prevails</p>
19.	<p>Page no. 14</p> <p>Section II - Instruction To Bidders</p> <p>12. Documents establishing</p>	<p>Request to amend as '12.2 The documentary evidence of conformity of the goods and services to the bidding</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>goods conformity to bidding documents</p> <p>12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the goods;</p>	<p>documents may be in the form of literature and data and shall consist of:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the goods;</p>	
20.	<p>Page no. 37</p> <p>Section III - General Conditions Of Contract</p> <p>25. Termination for Convenience</p> <p>25.b. The Goods that are complete and ready for shipment within 30days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.</p> <p>i. to have any portion completed and delivered at the Contract terms and prices; and /or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by</p>	<p>Request to amend as</p> <p>25.b. The Goods that are complete and ready for shipment within 30days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.</p> <p>For the remaining Goods and services including partially completed work in progress, the Purchaser may elect.</p> <p>i. to have any portion completed and delivered at the Contract terms and prices; and /or</p> <p>(ii) to cancel the remainder and pay to the Supplier all costs or expenses incurred by the supplier towards the remaining portion of the goods and services partly complete or work in progress towards accessories or part already procured from sub</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	the Supplier.	contractors towards compensation if any payable to sub contractors for termination of subcontracts and towards all the cost or expense incidental or ancillary to such remainder portion.	
21.	Page no. 43 Section IV - Special Conditions of Contract 2. Performance Security (GCC Clause 6) 2.1. Substitute Clause 6.1 of GCC by the following: Within 7 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance Security to the Purchaser for an amount of 5% of the contract value valid up to 60 days after the date of completion of Performance obligations including warranty obligations.	Request to amend as Performance Security Within 21days after the supplier's receipt of Notification of Award, the supplier shall furnish performance security to the Purchaser for an amount of 3% of the contract value valid upto 60 days after the date of completion of performance obligations including the warranty obligations.	No change. Hence, published terms and condition prevails
22.	Page no. 66 Section IX – Performance Security Form	Request to add the following:- 'The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts. This guarantee is to be returned to the Bank immediately on expiry. If the Bank does not receive the bank guarantee latest by the expiry date, it shall	No change. Hence, published terms and condition prevails

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
		be deemed to be automatically cancelled.	
23.	<p>Page no. 45</p> <p>Section IV – Special Conditions of Contract</p> <p>6. Insurance (GCC Clause 10)</p> <p>For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike</p>	<p>Request to amend as</p> <p>‘For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including Strike</p>	<p>No change. Hence, published terms and condition prevails</p>
24.	<p>Page no. 58</p> <p>Section Vi A – Qualification criteria</p> <p>Note</p> <p>2b. b. The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct.</p>	<p>Request to amend as</p> <p>‘b. The foreign manufacturer/seller is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer/seller confirming that the performance statement given is correct.</p>	<p>No change. Hence, published terms and condition prevails</p>
25.	<p>Page no. 108</p> <p>Section VIII Contract Form</p> <p>2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:</p>	<p>Request to amend as</p> <p>2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, in case of</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>(a) the Bid Form and Price Schedule submitted by the Bidder;</p> <p>(b) the Schedule of Requirements;</p> <p>(c) the Technical Specifications;</p> <p>(d) the General Conditions of Contract;</p> <p>(e) the Special Conditions of Contract; and</p> <p>(f) the Purchaser's Notification of Award</p>	<p>inconsistency among below documents, the terms and conditions of Supplier offer no _____ dated _____ shall prevail:</p> <p>(a) the Bid Form and Price Schedule submitted by the Bidder;</p> <p>(b) the Schedule of Requirements;</p> <p>(c) the Technical Specifications;</p> <p>(d) the General Conditions of Contract;</p> <p>(e) the Special Conditions of Contract; and</p> <p>(f) the Purchaser's Notification of Award</p> <p>(g) Supplier offer no. ___ dated _____.</p>	
26.	<p>Page no. 13</p> <p>Section II - Instruction to bidders</p> <p>9.4. Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected, pursuant to ITB Clause 22.</p>	<p>Request to amend as '9.4. Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account except for any change made by the statutory reason. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected, pursuant to ITB Clause 22.</p>	<p>No change. Hence, published terms and condition prevails</p>
27.	<p>Page no. 23</p> <p>Section II- Instruction to bidders</p> <p>27. Purchaser's right to vary quantities at time of award</p>	<p>Request to amend as '27.1 The Purchaser reserves the right at the time of award of contract to increase or decrease</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	<p>27.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.</p>	<p>the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.</p> <p>In case of increase or decrease in the quantity or change or change of service scope including site preparation or delivery period by the purchaser will be required to be confirmed by the supplier.</p>	
28.	<p>Page no. 36</p> <p>Section III – General Conditions of Contract</p> <p>21. Delays in the Supplier's Performance</p> <p>21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall</p>	<p>Request to amend as</p> <p>'21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and extend the Supplier's time for performance with or without liquidated damages based on mutual agreement between the parties , in which case the extension shall be ratified by the parties by amendment of the Contract.</p>	<p>No change. Hence, published terms and condition prevails</p>

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	be ratified by the parties by amendment of the Contract.		
29.	Page no. 36 Section III – General Conditions of Contract 23. Termination for Default	Request to include ‘ The supplier to may without prejudice to any other remedy for breach of contract, by written notice of default sent to the purchaser, terminate the Contract in whole or part due to purchaser’s default to make good the payment for the delivery of equipment and services rendered under the contract	No change. Hence, published terms and condition prevails
30.	Page no. 44 Section IV – Special Conditions of Contract 3. Inspection and Tests (GCC Clause 7) If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.	Request to amend as ‘If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective part as per the technical specification mentioned in their bid	No change. Hence, published terms and condition prevails
31.	Page no. 30 Section III – General Conditions of Contract 5. Patent Rights 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent,	Request to amend as ‘The supplier’s total cumulative liability arising from all causes of action of any kind including but not limited to contract, tort (including negligence), strict liability, breach of warranty, infringement of intellectual	No change. Hence, published terms and condition prevails

Sl. No.	Tender document reference	Bidder request	Proposed amendment/clarification and remarks in Italics
	trademark or industrial design rights arising from use of the Goods or any part thereof in India.	property rights, risk purchase, misinterpretation, or otherwise shall not exceed the 10% of the amount received under this contract. The supplier shall not be liable to the purchaser for any indirect , special, incidental, or consequential damage arising out of related to this contract , lost profit, lost sales, business investment, loss of any goodwill . Limitation shall apply any failure of essential purpose of any limited remedy.	

The tender due date is extended as follows:-

Sale of Bid document up to : 09.12.2021

Date of submission of bid : 10.12.2021 up to 3.00 PM

Date of opening of bids : 10.12.2021 up to 4.00 PM

All other terms and conditions of the tender remain unaltered.

The above forms part of the bidding documents. The bidder shall attach the copy of this corrigendum duly signed by their authorized signatory, in their bid.

**Sd/-
General Manager (E)**