

AMENDMENT NO. 01 - BASED ON PRE-BID MEETING DATED 27-06-2017				
(IFB REF NO. HLL/CHO/PROJ/HCS/UP/CT-TK/2017 DATED 19-06-2017)				
<b>SUB:</b>	Setting up of 22 Nos. 16-Slice CT Scan Facilities on turnkey basis as per the tender schedule & specifications enclosed, at various hospitals in Uttar Pradesh (PROCUREMENT & INSTALLATION BASIS) - reg.			
	PARTICIPANT COMPANIES: M/s GE, M/s PHILIPS, M/s SIEMENS, M/s TOSHIBA & M/s ORCASYS (5 parties)			
SI No	PRE-BID QUERIES	CLARIFICATIONS		
		Tender Details (Page No, Clause etc.)	Original Clause	Amendment
1	Delivery period need to be linked to site hand over and not NOA. Also subject to power, electricity and other requisites.	Page No. 26, Clause 5	<u>DELIVERY/COMPLETION PERIOD</u> Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should deliver the machine/s, install & commission the equipment's along with the turnkey works and set up the facility as per the Contract as given below: 1) 6 Locations as per Schedule VII : within 30 Days from the date of notification of award. 2) 16 Locations as per Schedule VII: within 60 Days from the date of notification of award.	Incase any site is not ready on the day of issue of LOI , the completion period will be counted from the date of handing over of the site.
2	Specify the 6 Locations in Schedule VII to be completed within 30 Days from the date of notification of award.	Page No. 26, Clause 5	<u>DELIVERY/COMPLETION PERIOD</u> Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should deliver the machine/s, install & commission the equipment's along with the turnkey works and set up the facility as per the Contract as given below: 1) 6 Locations as per Schedule VII : within 30 Days from the date of notification of award. 2) 16 Locations as per Schedule VII: within 60 Days from the date of notification of award.	1) 6 Locations as per Schedule VII : Within 30 Days from the date of notification of award, are the following: Sl. No. 1) Aligarh Sl. No. 2) Hathras Sl. No. 9) Kaushambi Sl. No. 13) Sant Kabir Nagar Sl. No. 16) Kushinagar Sl. No. 20) Sitapur
3	Delivery period can't be linked to LOI	Page No. 26, Clause 5.2	Delay in delivery/non delivery and completion of the contract will cause loss and/or damage to Purchaser. The completion period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or Work order).	Incase any site is not ready on the day of issue of LOI , the completion period will be counted from the date of handing over of the site.

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4	Request for standard payment terms: 80% on delivery and 20% on installation. Can offer a PBG as required for 10%.  But the PBG asked for 10 years for 10% is not possible as warranty is 3 years. Hence we would provide PBG valid for 3 years. And in case they enter into CMC another PBG would be provided.	Page No. 30, Clause 13	PAYMENT TERMS  1) On Completion of Supply of CT Scan Machine: 60% of Total Contract Value  2) On successful Installation and Testing (Including Turnkey works) against Installation Certificate: 20% of Total Contract Value  3) On Successful Validation and Commissioning (Including Turnkey works) against Commissioning Certificate: 10% of Total Contract Value  4) On submission of Performance Bank Guarantee for the period of 10 Years (including CAMC period) from the date of successful validation & Commissioning & handing over: 10% of Total Contract Value	PAYMENT TERMS  1) On Completion of Supply of CT Scan Machine: 70% of the value of Supply.  2) On Successful Installation, Testing, Commissioning and handing over of CT Scan Facility (Including Turnkey works) against Commissioning Certificate and on submission of Performance Bank Guarantee for the warranty period of 3 Years from the date of Commissioning for 10% of the Total Contract Value (excluding CAMC price): Balance 30% of Supply Price and 100% of Turnkey Price.  10% PBG will be released only after signing formal agreement for CAMC and submission of PBG for 2.5% of the Total Contract value (excluding CAMC price).
5	LC to be opened for 100%	Page No. 30, Clause 13.1	13.1 a) Payment for imported goods (i) Supply: On delivery: 60% of the value of supply shall be paid through irrevocable letter of credit established in favour of the foreign supplier through a scheduled bank on a bank in the supplier's country, on submission to bank of document specified in clause under delivery/completion period and further following documents:	13.1 a) Payment for imported goods (i) Supply: On delivery: 70% of the value of supply shall be paid through irrevocable letter of credit established in favour of the foreign supplier through a scheduled bank on a bank in the supplier's country, on submission to bank of document specified in clause under delivery/completion period and further following documents:
6	TIME VALUE OF MONEY with 10% discount rate to be considered on CMC for L1	Page No. 12, Clause 10	10. EVALUATION AND COMPARISON OF BIDS.	Yes, CAMC rates will be discounted at 10% to their Net Present Values for the purpose of comparison and evaluation.

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7	Uptime required not mentioned and no penalty/ extension specified	Page No. 27, Clause 8	Liquidated Damages for Delays (Additional Clause)	<p><b>8.2) Equipment Down Time-</b> The Service Provider will have to maintain an uptime of 335 days in a year with maximum 12 days of downtime at a stretch and a total of 30 days in a year.</p> <p>Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per CT Scan (Head Non Contrast) multiplied by the total number of CT Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases:</p> <ul style="list-style-type: none"> <li>• If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation.</li> <li>• In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional days beyond 72 hours of CT Scanner not in operation.</li> </ul>
8	Need to specify the training duration	Page No. 16, Clause A	A. Scope of Work and Services of the bidder The scope of services include supply, Installation, Commissioning, Supervision, related Turnkey works, Demonstration, Trial run and Training of the 16 Slice CT Scan Facility including accessories & utilities at various hospitals in Uttar Pradesh.	One week training immediately after commissioning of the equipment and One week training after three months (within 6 months) of commissioning of the equipment shall be provided by the Supplier . The supplier shall also provide application support, in case such requiremnts arise during the contract period.

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9	Need clarification on this requirement	Page No. 24, Clause 4	<p>i) Insurance of works: The Supplier shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Purchaser. Without limiting such responsibility, the supplier shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipment's and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.</p> <p>ii) Insurance of employees: The Supplier shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and its amendments and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the supplier or sub-supplier of the Employees State Insurance Act, 1948 and its amendments. The Supplier shall agree to fulfil the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the supplier's, sub-supplier's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The Purchaser shall retain such sum as may be necessary from the total contract value until the supplier shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 and its amendments have been paid by him.</p> <p>iii) Workmen's Compensation: Insurance shall be affected for all the Supplier's employees engaged for this contract. The Supplier shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Purchaser.</p>	No Change. As per tender conditions.

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10	Scope can't be changed after tender submitted. Minor changes within range can be allowed.	Page No. 27, Clause 7	7. POWER TO MAKE ALTERATIONS The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.	Alterations, if any, will be within the tender specifications and conditions only.
11	They would get better rates if they bundle this as one for 22 units, rather than individual sites	Page No. 35, Point No. 4	The eligible bidder can quote for any number of CT Scan Facilities as per the Schedule VII. CAMC rates (Schedule VI) will also be considered for finalizing the L1 Bidder at each of the 22 locations. The work shall be awarded to the qualified bidder, who quotes the lowest amount for each of the Locations.	No Change. As per the tender conditions.
12	Work to be carried as per defined scope. Approvals for each step can't be taken	Page No. 36, Point No. 18	The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.	No Change. As per the tender conditions.
13	Only OEMs to be allowed for quoting in the tender. Distributors/ Agents etc. not to be allowed. lease not all 3 large OEMS directly participated in the tender last time.	Page No 1, Clause 2 c)	Original Equipment Manufacturers' (OEM) or Agent/ Distributor / Channel Partner of the OEM's who are capable of executing the tendered work successfully meeting our requirements and specifications.	No Change. As per the tender conditions.
14	Please ask for installation in last 1 years 22 nos. GFR rules say 80% work which is similar. Current work at hand is installation of 22 machines in 2 months i.e. almost like capacity to install 120 machines in a year. At least change it to 22 machines of 16 slices installed in last 1 year.	Page No 1, Clause 2 d)	d) They should have supplied minimum 22 Nos. similar CT scan machines in the last 5 years.	No Change. As per the tender conditions.

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15	22 machines to be installed in 2 months' time. So the capacity and turnover should be at least 6 times of 33 crores ~ 300 crores. as per GFR is 33 crores output is expected in 2 months delivery time frame, the expected turnover to be at least 200 crores.	Page No 1, Clause 2 e)	e) Average annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least INR 33 Crores or USD 5 Million.	No Change. As per the tender conditions.
16	Please consider CAMC rates from year 2 to Year 10. There is no bundling possible in current format with the GST rates implementation.	Page No. 3, Clause 14	14. CAMC rates (Schedule VI) will be considered for finalizing the L1 Bidder at each of the 22 locations.	No Change. As per the tender conditions.
17	Kindly change to standard warranty period of 1 year. CMA prices to be quoted from year 2 to year 9.	Page No. 32, Clause 15	g. Warranty Period for the machine	No Change. As per the tender conditions.
18	There is a clause provided for variation by the buyer. Please remove the clause for variation by buyer. Power to make alterations clause no 7 to be deleted completely	Page No.7, Clause 2.4	2.4 Prices quoted by the bidder shall be final 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 nonresponsive and rejected.	No Change. As per the tender conditions.
19	The taxation regime difference if any should be adjusted for, the basic price can be the same.	Page No.7, Clause 2.7	2.7 Bids shall remain valid for one year after the date of bid opening prescribed by the Purchaser.	No Change. As per the tender conditions.
20	Request to up-front increase the eligibility criteria for procurement tender by increasing the no. of installation in 1 year and also for increase in turnover of the OEM to at least INR 200 crore from sale of CT scan machine. so there is no issue to ascertain the eligibility again post technical evaluation	Page No.12, Clause 11.2	11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.	No Change. As per the tender conditions.

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21	Request HLL to market access guidelines for the preferential treatment of products made in India as issued by DIPP.  We are attaching guidelines for your perusal and incorporation.	Page No.13, Clause 12	12. AWARD CRITERIA The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.	No Change. As per the tender conditions.
22	In case of partial award of tender for few locations, as there would be location wise bidding, the 5% contract value to be ascertained for those specific locations only. Further this would not include the CAMC prices from year 2 till year 10 as there will be a separate MSA/ CAMC contract for the same.	Page No.13, Clause 14.1	14.1 Simultaneously with the execution of the contract successful bidder shall furnish a Security deposit in the form of a Demand Draft from a scheduled bank drawn in favour of HLL Lifecare Limited, Thiruvananthapuram payable at Thiruvananthapuram or a Bank Guarantee (as per format in Schedule IX) from a scheduled bank, for an amount equal to 5% of the total Contract value	Yes, 5% Security Deposit shall be submitted based on the contract value (excluding CAMC price) of the locations considered for award of contract only.
23	Again this will be for the chosen locations and for the amount excluding the CAMC pricing from year 2 to year 10.	Page No.13, Clause 14.1	14.1 Guarantee for an amount equal to 10% of the total contract value in the form of cash deposit or Bank Guarantee by the Supplier valid for a period of 10 Years (including CAMC period).	Guarantee for an amount equal to 10% of the total contract value in the form of cash deposit or Bank Guarantee by the Supplier valid for the Warranty period of 3 Years.  After Warranty Period of 3 Years, PBG will be released after signing of the CAMC agreement and submission of PBG for 2.5% of the Contract Value, valid for a period of 7 years.
24	MIS 028 standard- this is open to interpretation. kindly specify the exact equipment that needs to be installed to make sure that the costs are taken appropriately.	Page No.16, Clause A	The scope includes executing the required Civil and electrical works (Turnkey works) and DG backup and related services for each CT supplied. The supplier will have to equip their centre with lifesaving and monitoring equipment like defibrillators, monitors, ventilators etc. in compliance with Medical Imaging Standard No. CEA/ MIS – 028.	The scope includes executing the required Civil and electrical works (Turnkey works) and DG backup and related services for each CT supplied. The supplier will have to equip their centre with lifesaving and monitoring equipment in compliance with Medical Imaging Standard No. CEA/ MIS – 028. The minimum requirement is mentioned in the technical specification.

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25	Please change this to standard warranty period of 1 year. post 1st year, the OEMs to quote prices from year 2 till year 10.  This is important as bundling is not practical in the current taxation regime.	Page No.16, Clause A	The bidder shall comprehensively maintain the CT Scanner and its associated Equipment and quote for the same for the entire contract period (10 years) mentioned in the tender, including Warranty Period of 3 Years.	No Change. As per the tender conditions.  Warranty Period of 3 Years and CAMC Period of 7 Years.
26	Modification in Technical Specifications	Page No.17, Clause C,1-2-a	It should be high frequency generator with output of 24KW	It should be high frequency generator with output of 24KW or more
27	Modification in Technical Specifications	Page No.18, Clause C,1-15-f	CT perfusion for head and body.	DELETED
28	Modification in Technical Specifications	Page No.19, Clause C,1-18-3	Online UPS system of good brand like Tata Liebert /APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 min or similar rating DG set.	Online UPS system of good brand like Tata Liebert /APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 minutes.
29	Modification in Technical Specifications	Page No.19, Clause C,1-18-5	2 LED view box of two films and three films size (1 each)	1 LED view box of three films size
30	Modification in Technical Specifications (Turnkey)	Page No.20, Clause C,2-5-f	Patient waiting area with reception	Patient waiting area with reception counter

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31	Modification in Technical Specifications (Turnkey)	Page No.20, Clause C.2-4	The area of 800 sq.ft and Air-conditioning of Tonnage 7.5 TR will be considered.	The area of 800 sq.ft (Carpet area) and Air-conditioning of Tonnage 7.5 TR shall be considered. The Model Layout of a 800 Sq.ft. CT Scan Facility is attached as <b>SCHEDULE XI</b>
32	Please delete point no. 6 f as this is not relevant for CT scan installation	Page No.20, Point 6 f)	f) Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.	DELETED
33	TECHNICAL BID			Integrity Pact to be signed and submitted along with Technical Bid. Integrity Pact is attached. Same to be executed as part of Technical Bid.
34	Request you to have all quotations excluding GST to make all the participants on a level playing field.	Page No.23, Clause 2-B)	B) For Indian goods 2.1 A local supplier shall be entirely responsible for all the taxes, duties, license fees, etc. incurred until successful completion of contract. All central, state, municipal taxes, duties and levies payable on the equipment and its erection and commissioning shall be shown by the bidder separately in the Price Bid. The Purchaser will issue necessary 'C' Form, if required.	No Change. As per the tender conditions.
35	Request you to either delete this clause or suitably append - Only in exceptional circumstances and for minimum deviations only related to project site and electricals and bare minimum alterations driven by regulatory compliance or otherwise.  Further, please add that there would be no change in the technical specifications of the equipment as it would entail cost changes.	Page No.27, Clause 7	7. POWER TO MAKE ALTERATIONS	Alterations, if any, will be within the tender specifications and conditions only.

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36	It should be for the particular site or the delayed component of the project and not for the total contract value.  Request HLL to amend this. that any such LDs should be applied for the respective locations where there is a delay.  Further any such contract value to be calculated excluding the taxes and excluding the CMA/ MSA/ service costs from year 2 till year 9 as agreed upon in the pre-bid meeting	Page No.27, Clause 8	8. LIQUIDATED DAMAGES FOR DELAYS If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, either (1) deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the total contract value for each week of delay or part thereof until actual delivery or performance, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Supplier and without prejudice to the other remedies/rights as per the Contract, terminate the Contract wholly or partially and complete it themselves or reassign it to other Suppliers.	Yes, in case of delays, Liquidated Damages for Delays will be levied for the applicable site only.
37	As requested in the pre-bid meeting, any such inspection to be carried only once for the goods to be shipped and that too within the window / time line of contract. any delay attributable due to delay in inspection should not be counted for delay of the project.	Page No.28, Clause 9-b)	9. INSPECTION AND TESTS b) The inspections and tests may be conducted on the premises of the supplier at point of delivery	No Change. As per the tender conditions.
38	Request HLL to also allow for 3rd party independent inspection and / or delete the clauses from point "d" to till point "f"	Page No.28, Clause 9-e)	e) Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject then and the supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the purchaser, within a period of 15 (fifteen) days of intimating such rejection.	No Change. As per the tender conditions. Please see clause 9-d regarding Third party inspection.
39	Kindly change this to standard warranty term of 1 year from the date of installation.  Separate CMA/ MSA/ CAMC agreement to be entered upon by HLL for the equipment from year 2 till year 10.	Page No.32, Clause 15	15. WARRANTY Period of warranty shall be 3 Years from the date of installation and commissioning as certified jointly by the supplier and the Purchaser.	No Change. As per the tender conditions.

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40	Kindly delete the clause 16 C. Force Majeure clauses are meant to prevent project cancellations in case there is any event which is out of control of either parties.  The existing clause gives HLL unilateral power to cancel the contract and also levy LDs and penalties even in case of force majeure which is not fair practice.	Page No.32, Clause 16-c)	16. FORCE MAJEURE c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Contract or part of the Contract without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.	No Change. As per the tender conditions.
41	HLL shall liaison with the UP govt. to facilitate provision of water & electricity for carrying out the works.	Page No.37, Point 28	28. Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.	No Change. As per the tender conditions.
42	Extend Date of Submission	Page No.2, Clause 5	5. The scheduled date for issue, receipt and opening of bids is as follows.  a) Date of issue of tender document - 19-06-2017 onwards. b) Last date and time for receipt of bids - 11-07-2017 up to 15.00 Hrs. c) Date and time of opening of bids - 11-07-2017, 15.30 Hrs.	5. The scheduled date for issue, receipt and opening of bids is as follows.  a) Date of issue of tender document - 19-06-2017 onwards. b) Last date and time for receipt of bids - <b>18-07-2017 up to 15.00 Hrs.</b> c) Date and time of opening of bids - <b>18-07-2017, 15.30 Hrs.</b>
43	FORMAT FOR QUOTING	SCHEDULE V AND SCHEDULE VI		AMENDED FORMAT FOR QUOTING IS ATTACHED