

AMENDMENT NO. 01 - BASED ON PRE-BID MEETING DATED 27-06-2017			
(IFB REF NO. HLL/CHO/PROJ/HCS/UP/CT-LEASE/2017 DATED 19-06-2017)			
SUB:		Providing 22 Nos. 16-Slice CT Scan Facilities (On Lease Basis) for a period of 7 Years at various Hospitals in Uttar Pradesh - reg.	
		PARTICIPANT COMPANIES: M/s GE, M/s PHILIPS, M/s SIEMENS, M/s TOSHIBA & M/s ORCASYS (5 parties)	
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1	It is not clear which lease HLL is asking – operational lease or financial lease. Further, We strongly submit that in the wake of the new GST norms- Leasing is an infeasible option for following reasons: - a. Higher GST tax on leasing – issues with asset leasing companies already surfacing b. Op Lease can only be done for 7 years- if HLL enters a secondary lease than., it has to pay additional lease rent at higher values for 3 years post paying almost all the value in first seven years c. If we are discussing financial lease then residual value option / clause needs to be inserted. This gives no advantage to HLL as the equipment will still be in HLL books. Hence this will be loss making as if equipment on books, then EMI/ loan is a better option with stringer HLL balance sheets.		No Change. As per the tender conditions.
2	Preference Clause to Indian Manufacturer to be added. HLL has added these clause in its recent tenders		No Change. As per the tender conditions.
3	Consortium not allowed in case of OEMs with NBFCs/ FIs etc. Please allow FIs- Banks, NBFCs and leasing companies to also directly quote for this tender with letter of authorization from the OEMs only.	Page 1, Clause 2-A	OR The Bidder should be the original equipment manufacturer of similar CT Scan Machines. Original Equipment Manufacturers can quote along with Financial Institutions. The principal bidder should be OEM of the similar CT scan machines.
4	Delivery period can't be linked to LOI but should be linked to handover of the encumbrance free site	Page 23, Clause 5	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 the site is not ready on the date of issue of LOI ,The date of completion of work will be counted form the date of handing over of the site.

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5	Need to specify the training duration	Page 15, 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 requirements arise during the contract period.
6	They would get better rates if they bundle this as one for 22 units, rather than individual sites	Schedule VII	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.
7	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 6, Clause 2.2	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.
8	The taxation regime difference if any should be adjusted for, the basic price can be the same.	Page 6, Clause 2.5	2.5 Bids shall remain valid for one year after the date of bid opening prescribed by the Purchaser	No Change. As per the tender conditions.
9	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 2, Clause C	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.
10	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.		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.

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11	Request HLL to reduce this to 2% as 5% on total lease value for 7 years would be very high amount.	Page 12, 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	No Change. As per the tender conditions.
12	Request HLL to reduce this to 4% as 10% on total lease value for 7 years would be very high amount.	Page 12, 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).	14.1 Guarantee for an amount equal to 5% of the total contract value in the form of cash deposit or Bank Guarantee by the Supplier valid for the lease period of 7 Years
13	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 15, Schedule II, 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.	Amended as follows: The lessor 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.
14	Request HLL to retain the same specifications as all 3 Major OEMs had participated on the same specifications for the PPU tender submitted on May 8th 2017.	Page 16, Clause C	Schedule -01: CT SCANNER 16 SLICE & ACCESSORIES (Brand New) Whole body spiral CT scanner (16 slices) of latest technology	No Change. As per the tender conditions.
16	Request you to have all quotations for lease value excluding GST to make all the participants on a level playing field.	Schedule V	LEASE RENT The Lease Rent for the CT Scan facility as per specification mentioned in Schedule –II and Schedule IV shall be quoted in the Format given and the quoted rate should be inclusive of all applicable taxes & duties and should be firm without any escalation, till the Contract is completely executed.	No Change. As per the tender conditions.

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17	Request you to kindly change this to within 30 days from the handover of a suitable encumbrance free site with utility connections till project site point. Also, as discussed, HLL will mention the locations for the first 6 project sites as the quotation for such sites may change.	Page 26, Clause 5.2	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 the site is not ready on the date of issue of LOI ,The date of completion of work will be counted form the date of handing over of the site. 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
18	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 24, Clause 10	10. 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.
19	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 as agreed upon in the pre-bid meeting	Page 24, Clause 11	11. LIQUIDATED DAMAGES FOR DELAYS The Liquidated Damages for non-commencement of services for each phase will be applicable at the rate of Rs. 10,000/- per day per district. This will be recoverable from the Performance Security, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per Termination Clause (Clause 12) given below.	Yes, in case of delays, Liquidated Damages for Delays will be levied for the applicable site only.

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20	Kindly delete the clause for termination by convenience as it is unjustful.	Page 25, Clause 12	12. TERMINATION CLAUSE: d. Either party can terminate the contract by giving 90 days written notice to the other party if any breach in the contractual terms.	No Change. As per the tender conditions.
21	Kindly delete this clause. It is not possible to verify and submit this	Annexure IV - Technical Bid	ANNEXURE IV - Integrity PACT 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.	To the best of bidder's knowledge
22	Kindly delete this as the OEM shall have to share the information with 3rd parties for lease quotations and also for turnkey contractor appointments	Annexure IV - Technical Bid	ANNEXURE IV - Integrity PACT 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.	Shall be submitted as per tender, to the best of bidder's knowledge
23	Kindly delete this clause. It is not possible to verify and submit this	Annexure IV - Technical Bid	ANNEXURE IV - Integrity PACT 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process	Shall be submitted as per tender, to the best of bidder's knowledge

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24	Kindly delete this clause. It is not possible to verify and submit this	Annexure IV - Technical Bid	<p>ANNEXURE IV - Integrity PACT</p> <p>2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.</p>
25	Extend Date of Submission	Page No.2, Clause 5	<p>5. The scheduled date for issue, receipt and opening of bids is as follows.</p> <p>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, 16.00 Hrs.</p>
27	We request you to kindly amend the term as discussed during the pre-bid meeting. The Lead Member in case of Consortium should be the OEM or the authorized representative of the OEM.	Page No. 1, Clause 2-A	<p>The Lead Member in case of Consortium should be the company of contact and should have a business of CT/ MRI Scan diagnostic services</p>
28	to be removed We request you to kindly amend the term as discussed during the pre-bid meeting.	Page No. 2, Clause 2-B	<p>The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per Performa. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out.</p>

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29	<p>We request you to kindly make this amendment to reduce the complexity of documentation and also to avoid any confusion and delays due to documentation as the period of supply is only 30 days for some locations.</p> <p>We request you to kindly remove two different securities and make this as one PBG for a value of 5% of the contract value to be submitted on entering into the contract and valid till 1 month beyond the validity of the contract period(3 years).</p> <p>The PBG for CAMC period will be submitted as and when the warranty is over and the CAMC contract is signed. This can be revised every year before the end of the CAMC period.</p>	Page 12, Clause 14	<p>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 price on the value of the contract (5% of total lease amount for 7 years i.e. lease rate/month x 12 months x 7 years) as Security Deposit for his faithful execution of the contract. The Security deposit should be valid until successful completion and acceptance of the We request you to kindly remove two different securities and make this as one PBG for a value of 5% of the contract value to be submitted on entering into the contract and valid till 1 month beyond the validity of the contract period(3 years). We request you to kindly make this amendment to reduce the complexity of documentation and also to avoid any confusion and delays due to documentation as the period of supply is only 30 days Equipment/works by the Purchaser and will be released after acceptance of the Facility by the Purchaser and signing the lease agreement and after submission of a Performance Guarantee for an amount equal to 10% of the total contract value (10% of total lease amount for 7 years i.e. lease rate/month x 12 months x 7 years) in the form of cash deposit or Bank Guarantee by the Supplier valid for a period of 7 Years.</p> <p>No Change. As per the tender conditions.</p>

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30	We request you to kindly amend the term as discussed during the pre-bid meeting. Bidder Shall provide the software updates including minor Hardware changes to computer components as per our official release of updates.	Page 20	<p>Software Up-gradation, Technology Up-gradation and Replacement of CT Tube: The machine shall be suitably upgraded by the Service Provider under following conditions:</p> <p>1. Review by a board appointed by HLL for assessing the need for a software upgradation. Such reviews shall be conducted every year from the date of signing of the contract.</p> <p>If the equipment Provider understands the requirement of the technology upgradation for the best interest of the contract, then bidder can request for such technology upgradation from the HLL Authority and execute the up-gradation of the technology at its cost and based upon mutual consent.</p> <p>3. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.</p>	<p><u>Amended as follows:</u></p> <p>Software Update, Technology Up-gradation and Replacement of CT Tube: The machine shall be suitably updated by the Service Provider under following conditions:</p> <p>1. Review by a board appointed by HLL for assessing the need for a software upgradation. Such reviews shall be conducted every year from the date of signing of the contract. If the equipment Provider understands the requirement of the technology upgradation for the best interest of the contract, then bidder can request for such technology upgradation from the HLL Authority and execute the up-dation of the technology at its cost and based upon mutual consent.</p> <p>3. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.</p>
31	We request you to kindly amend the term as discussed during the pre-bid meeting. Monthly lease rent shall be paid at the end of each month during the lease period, from the 1st month onwards.	Page 24, Clause 8	<p>Monthly lease rent shall be paid at the end of each month during the lease period, from the 6th month onwards.</p>	Alterations, if any, will be within the tender specifications and conditions only.

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32	<p>The equipments supplied are configured and tested for the tender requirements at our factory and in adherence with regulatory requirements. Any alterations, omissions, substitutions might have implication on performance of the equipment and in turn affect suppliers performance of contract.</p> <p>The turnkey works quoted are also as per regulatory / tender requirements and any additional turnkey work is not considered in the pricing of tenderer. Hence this clause needs to be deleted / or shall be dealt in line with modification of contract</p> <p>The Owner shall have the power to make in writing very minor alterations, omissions, additions or substitutions for original drawings, designs, 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.</p> <p>If there is any major modification in terms of change in the layout by addition of extra area / additional accessories etc to be included, the additional cost of such changes will be reimbursed by the purchaser.</p>	Page 24, Clause 10	<p>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.</p>	Alterations, if any, will be within the tender specifications and conditions only.

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33	<p>We request you to kindly amend the term as discussed during the pre-bid meeting.</p> <p>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"> • If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation. • If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the purchaser may consider cancelling the contract, however the tenderer shall be allowed to represent the case from his behalf prior to such cancellation. The purchaser will give 30 days prior written notice to address the issue before cancelling the contract 	Page 25, Clause 11	<p>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"> • If the machine is down for more than 30 days in a year, for each additional day of CT Scanner not in operation. • 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. • If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled. 	No Change. As per the tender conditions.
34	<p>The supplier shall provide all support for inspection of the equipment at bidder's premises and or at site, however information regarding production data and drawing cannot be shared as these are proprietary information of the bidder.</p> <p>The Bidder should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to site drawings and electrical diagrams to enable HLL's nominee to carryout such inspection/tests without obligations to HLL.</p>	Page 24, Clause 7b	<p>The Bidder should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable HLL's nominee to carryout such inspection/tests without obligations to HLL.</p>	<p>Amended as below:</p> <p>The Bidder should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to site drawings and electrical diagrams to enable HLL's nominee to carryout such inspection/tests without obligations to HLL.</p>

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35	We request you to kindly amend the term as discussed during the pre-bid meeting. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital, which are under the control of the bidder during installation.	Page 30, Clause 17	He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital.	No Change. As per the tender conditions.
36	Since the project is being executed in different districts, and supplier may not have base for applying for water and electricity from relevant authorities in the premises of Govt. Hospital in respective districts, the same shall be arranged by HLL / End user Water and Electricity: The contractor will be provided the water and electricity free of cost during the installation period as it would not be possible for the vendor to get the electrical / water connection in his name in the premises of the Govt. Hospital.	Page 31, Clause 26	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.

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37	<p>We request you to kindly amend the term as discussed during the pre-bid meeting.</p> <p>The end user institution / Tender inviting authority shall arrange for the regulatory approval such as electrical inspectorate approval / DRS Approval / AERB Certificate / Braodband etc. The tenderer has to provide support and liason with end user / tender inviting authority for obtaining regulatory approvals (with necessary drawings, layouts, information etc.)Responsibility of such approvals shall be with the user institution / Hospitals authorities / tender inviting authority as this would be a regulatory topic.</p>	Page 31, Clause 28, 29	<p>The work shall be carried out by a contractor holding valid licence issued by the State Government/Competent Authority for carrying out installation work of all voltage classes involved, under direct supervision of the persons holding valid certificates issued or recognized by the state government/competent authority. The Supplier/Contractor shall take all statutory licenses/clearances including Electrical authority approvals for the work/installations on behalf of the Owner and statutory fees, paid if any will be reimbursed by HLL on producing original challans/receipt.</p> <p>The Supplier/contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all statutory fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received. All statutory payments shall be made by the Contractor and the same will be reimbursed by HLL on producing original challans/receipts</p>	No Change. As per the tender conditions.
38	<p>To be clarified as discussed during the pre-bid meeting.</p> <p>What will happen to equipment at the end of lease period? Should we quote the buyback value now in the price bid?</p> <p>Lease period cannot be extended by 3 years</p>	Page 23, Clause 2	<p>The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 7 years (or as extended for another 3 years) from the date of signing of lease agreement with HLL.</p>	<p><u>Amended as follows:</u></p> <p>The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 7 years from the date of signing of lease agreement with HLL.</p>

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(IFB REF NO. HLL/CHO/PROJ/HCS/UP/CT-LEASE/2017 DATED 19-06-2017)			
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		PARTICIPANT COMPANIES: M/s GE, M/s PHILIPS, M/s SIEMENS, M/s TOSHIBA & M/s ORCASYS (5 parties)	
SI No	Queries	TO BE PUBLISHED IN WEBSITE	
		Tender Details (Page No, Clause etc.)	Amendment
39	<p>We request you to kindly amend the term as discussed during the pre-bid meeting.</p> <p>If the Successful Bidder fails to provide the facility on lease or comply with all the terms & conditions of the tender within the time period(s) specified in the contract, HLL shall deduct the LD as mentioned and if the LD also reaches the maximum specified limit of 7.5% then at the risk and cost of the Successful Bidder terminate the Contract and engage the next lowest bidder.</p>	Page 23, Clause 6	<p>If the Successful Bidder fails to provide the facility on lease or comply with all the terms & conditions of the tender within the time period(s) specified in the contract, HLL shall, without prejudice to its other remedies under the contract, at the risk and cost of the Successful Bidder terminate the Contract and engage the next lowest bidder.</p> <p>No Change. As per the tender conditions.</p>
40	<p>We request you to kindly amend the term as discussed during the pre-bid meeting.</p> <p>HLL will enter into a lease agreement with the party on or before expiry of 7 days from the date of notice intimating the completion of facility, based on the tender terms & conditions and lease rates, on successful completion and qualification of the facility as required by this tender.</p>	Page 24, Clause 4.3	<p>HLL will enter into a lease agreement with the party, based on the tender terms & conditions and lease rates, on successful completion and qualification of the facility as required by this tender.</p> <p>No Change. As per the tender conditions.</p>
41	<p>We request you to kindly amend the delivery term as discussed during the pre-bid meeting. Also, the 6 locations where the delivery period is 30 days are to be specified.</p> <p>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) (or) the handover of encumbrance free site with power and water availability. Any delay due to statutory approvals will be considered while calculating the LD amount. 6 locations - within 30 days</p>	Page 26, Clause 5.2	<p>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). 6 locations - within 30 days 16 locations - Within 60 days</p> <p>Incase any site is not ready on the date of issue of LOI ,the completion period will be counted from the date of handing over of the site.</p> <p>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</p>

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42	Since, the statutory approval is not in the scope of the bidder, this cannot be a reason for termination. To be removed.	Page 26, Clause 12.c	Any of the following events shall constitute an event of default by the bidder entitling HLL to terminate this agreement: c. Failure to comply with the statutory requirements	No Change. As per the tender conditions.
43	To be Removed. Termination should happen only in event of breach of contract which is covered under clause 12. There should be no termination for delay due to force majeure. In case of termination, HLL shall pay to the Supplier all costs or expenses incurred or to be incurred by the Supplier, towards the remaining portion of the Goods & Services partly complete or work in progress, towards accessories or parts already procured from sub-contractors, towards compensation if any payable to sub-contractors for termination of sub-contracts and towards all other costs or expenses incidental or ancillary to such remainder portion.	Page 27, Clause 14.a	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.
44	We request that all disputes should be settled through arbitration by a sole arbitrator to be appointed mutually by the parties. In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration through arbitration by a sole arbitrator to be appointed mutually by the parties.	Page 29, Clause 25	In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the disputes shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.	No Change. As per the tender conditions.
45	The prices shall be quoted in Indian rupees as Lease cannot be in Foreign Currency	Page 6, Clause 2.4	The prices shall be quoted either in Indian rupees or USD, which is convertible in Indian Rupees.	The prices shall be quoted in Indian rupees only

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	PARTICIPANT COMPANIES: M/s GE, M/s PHILIPS, M/s SIEMENS, M/s TOSHIBA & M/s ORCASYS (5 parties)			
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		Tender Details (Page No, Clause etc.)	Original Clause	
	Amendment			
46	Please remove this clause. HLL should provide all these equipment on its own.	Page 16, Clause AThe lessor 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.	<u>Amended as follows:</u> The lessor 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.
47	Rate should be exclusive of all applicable taxes. The price of all the components viz. Equipment, CMC, Turnkey and Rental should be exclusive of taxes while quoting since there could be a fine tuning of tax rates in coming six months under GST.	Page 23, Schedule III, Point 1	LEASE RENT rate should be inclusive of all applicable taxes & duties and should be firm without any escalation, till the Contract is completely executed.	No Change. As per the tender conditions.
48	Please specify a fixed tenure of either 7 Years or 10 years to arrive at a price. Lease/Loan Price Calculations for 7 Years and 10 years would be different.	Page 23, Schedule III, Point 2	LEASE PERIOD The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 7 years (or as extended for another 3 years) from the date of signing of lease agreement with HLL.	LEASE PERIOD The Bidder should offer the CT Scan facility (ready to use) on lease for a minimum period of 7 years from the date of signing of lease agreement with HLL.
49	30 Days delivery is not a practical deadline. It should be increased to 45 days. Also, Please specify the 6 Locations for early delivery.	Page 24, Clause 5	5. COMPLETION PERIOD 6 Locations: Facility shall be setup & handover to HLL within 30 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
50	Alternative arrangement for services should be provided by HLL (service provider). Penalties are already imposed for Downtime. This should be deleted.	Page 25, Clause 11	Downtime Penalty 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.	No Change. As per the tender conditions.

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51	This clause should be removed.	Page 25, Clause 12d	d. Either party can terminate the contract by giving 90 days written notice to the other party if any breach in the contractual terms.	No Change. As per the tender conditions.
52	To be deleted.	Page 26, Clause 14 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.
53	Not relevant for this tender. Please delete.	Page 30, Clause 17	The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc. will have to be borne by the contractor.	No Change. As per the tender conditions.
54	Consortium Agreement to be suitably changed	TECHNNICAL BID		Amended Consortium Agreement is attached
55	Modification in Technical Specifications	Page 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
56	Modification in Technical Specifications	Page 17, Clause C-1-2-a	CT perfusion for head and body.	DELETED

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57	Modification in Technical Specifications	Page 18, Clause 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.
58	Modification in Technical Specifications	Page No.18, 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
59	Modification in Technical Specifications (Turnkey)	Page No.19, Clause C, 2-5-f	Patient waiting area with reception	Patient waiting area with reception counter
60	Modification in Technical Specifications (Turnkey)	Page No.19, 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.
61	Please delete point no. 6 f as this is not relevant for CT scan installation	Page No.19, Point 6 f)	Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.	DELETED