

Amendment No 07**Date: 02-02-2024****Sub: Amendment No. to the Tender Enquiry Document****Ref: (i) Tender No: HITES/PCD/AIIMS BBSR/CYCLOTRON/09/23-24 Dated: 26-10-2023****Section I
Notice Inviting Tenders(NIT)****Tender timeline****For:**

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	09-02-2024, 02:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	09-02-2024, 02:00 PM
d.	Time and date of opening of online bids	10-02-2024, 02:30 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Read As:

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	16-02-2024, 02:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	16-02-2024, 02:00 PM
d.	Time and date of opening of online bids	16-02-2024, 02:30 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Section VII
Technical Specifications

(Clause No & Page No)	Tender Specification	Amended As
Page 52 B1. Warranty	a) Warranty: A Written un-conditional comprehensive warranty for FIVE years for complete unit should cover the complete system with its sub-systems, components, associated accessories and peripherals supplied by the vendor of its own. Warranty shall be signed by the manufacturer and must provide the guarantee that failures in materials and workmanship that occur within the warranty period will be corrected. Such failures will include those attributable to abnormal aging. The Warranty period shall commence upon the acceptance by the purchaser of all systems defined above. The maintenance and service of the third party items will also be the sole responsibility of the primary vendor. All software updates should be provided free of cost during Warranty and CMC period.	a) Warranty: A Written un-conditional comprehensive warranty for TEN years for complete unit should cover the complete system with its sub-systems, components, associated accessories and peripherals supplied by the vendor of its own. Warranty shall be signed by the manufacturer and must provide the guarantee that failures in materials and workmanship that occur within the warranty period will be corrected. Such failures will include those attributable to abnormal aging. The Warranty period shall commence upon the acceptance by the purchaser of all systems defined above. The maintenance and service of the third party items will also be the sole responsibility of the primary vendor. All software updates should be provided free of cost during Warranty and CMC period.
Page 53 Point 4 a	a) Maintenance Contract: Comprehensive maintenance contract (CMC) with all spare and labor should be quoted for a period of Fifteen Years after the expiry of warranty period. The uptime during warranty and CMC should be more than 95 %. (Maximum Allowed down time shall be 20 days per year considering 24 (hrs) X 7 (days) X 365 (days) basis) Trained service engineer should be stationed at Bhubaneswar on 24 hrs x 7 day's basis . As part of the contract, a remote support of 24 hrs x 7 days must be offered. This 24 hrs x7 days support must give direct access to cyclotron engineer-specialist	Maintenance Contract: Comprehensive maintenance contract (CMC) with all spare and labor should be quoted for a period of TEN Years after the expiry of warranty period. The uptime during warranty and CMC should be more than 95 %. (Maximum Allowed down time shall be 20 days per year considering 24 (hrs) X 7 (days) X 365 (days) basis) Trained service engineer should be stationed at Bhubaneswar on 24 hrs x 7 day's basis . As part of the contract, a remote support of 24 hrs x 7 days must be offered. This 24 hrs x7 days support must give direct access to cyclotron engineer-specialist. CMC cost should be quoted separately. Bidder should quote an upgradation cost separately to to maintain the equipment further from 11th Year to 20th Year. The upgradation shall be done immediately after the warranty period of 10 years. Such upgradation cost and CMC cost shall be taken for L1 price comparison.

(Clause No & Page No)	Tender Specification	Amended As
Page 55	VI. Scheduling: A tentative Schedule is established. Nonetheless it is absolutely required that the cyclotron complete with targetry, be delivered, installed and commissioned within 12 months from the date of getting the building lay out plan clearance from AERB, Govt. of India, Mumbai and establishment of L/C, whichever is later	Scheduling: A tentative Schedule is established. Nonetheless it is absolutely required that the cyclotron complete with targetry, be delivered, installed and commissioned within 18 months from the date of getting the building lay out plan clearance from AERB, Govt. of India, Mumbai and establishment of L/C, whichever is later
Page 55	Decommissioning: The Tenderer will have to explain the procedure of decommissioning of cyclotron and the associated vault as per the AERB Guidelines along with other prevailing statutory requirements and should provide the decommissioning manual. Bidder shall be responsible for decommissioning of the cyclotron in coordination with consignee as per the AERB guidelines along with other prevailing statutory requirements .The bidder shall submit the undertaking for the same without prejudice to the bidder's other obligation and liabilities under the contract. This undertaking shall be legally binding and enforceable on the bidder and if he is awarded with work/order, he has to comply as stated in the undertaking without any deviation, irrespective of the fact that even if there is a change in the authorized agent of the OEM. The undertaking should be submitted by the bidder in Rs 100 stamp paper duly notarized. Also OEM should furnish an undertaking that the responsibilities and contractual obligation shall be transferred to the new authorized agent in case of change in service	Decommissioning: The Tenderer will have to explain the procedure of decommissioning of cyclotron and the associated vault as per the AERB Guidelines along with other prevailing statutory requirements and should provide the decommissioning manual. Bidder will provide the necessary support for decommissioning of the cyclotron in coordination with consignee as per the AERB guidelines along with other prevailing statutory requirements.

(Clause No & Page No)	Tender Specification	Amended As
	agency/tenderer. The cost of decommissioning shall be paid by the consignee at a mutually agreeable rate based on prevailing guidelines at the time of decommissioning	
Page 57 PART B Accessories	V. One GMP/GLP compliant HPLC system having BGO/LSO/LYSO/Na(I) TI crystal based radiation detectors with energy range of 60-1500keV or better and UV/VIS/PDA detector, having Ph.Eur/USP/CE certification, for high-performance quality control / analytics of F-18 FDG and other radiopharmaceuticals. It should have C-8, C-18 and RP HPLC column with Guard Column and SEC HPLC column with Guard Column.	One GMP/GLP compliant HPLC system having BGO/LSO/LYSO/Na(I) TI/ SiPM based radiation detectors with energy range of 60-1500keV or better and UV-VIS/PDA / ECD detector, having Ph.Eur/USP/CE certification, for high-performance quality control / analytics of F-18 FDG and other radiopharmaceuticals. It should have necessary HPLC column with Guard Column. (Optional - Price to be quoted separately)
Page 57 PART B Accessories	XXIII. Two sets of Type A liquid radioisotope transport containers (external polyethylene case and CF 18 Tungsten shielded container) by Comcer	Two sets of Type A liquid radioisotope transport containers (external polyethylene case and F 18 Tungsten shielded container) by standard reputed make.

(Clause No & Page No)	Tender Specification	Amended As
Page no 59, Point No F	Expertise in building GMP compliant PET laboratories in India or Globally must be given for Bidder/Manufacturer Both cyclotron and hot lab facility has to be GMP compliant	Expertise in providing technical support towards GMP compliant PET laboratories in India or Globally must be given for Bidder/Manufacturer. Both cyclotron and hot lab facility has to be GMP compliant.

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Page No / Clause	Existing:-	Read As
Page No 17 . Tender Validity Point No 20.1	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (Seven hundred and Thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.	If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
Page No 16. Earnest Money Deposit (EMD)	<p>The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 730 days, the EMD shall be valid for 775 days from Techno – Commercial Tender opening date.</p> <p>If EMD/BG validity is short as per tender requirement, a 2 weeks' time from the date of tender opening will be provided to the bidder for re-submission/correction of the submitted EMD/BG.</p>	<p>The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.</p> <p>If EMD/BG validity is short as per tender requirement, a 2 weeks' time from the date of tender opening will be provided to the bidder for re-submission/correction of the submitted EMD/BG.</p>

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

GCC Page No 36, Point No 21.1**B) Payment For Imported Goods:**

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

Existing	Read As
B) Payment For Imported Goods: a) On Shipment: Seventy Five percent (75%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder: (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill; (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours; (v) Manufacturer's/Supplier's warranty certificate; (vi) Manufacturer's own factory inspection report and (vii) Certificate of origin by the chamber of commerce of the concerned country; (viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS or Lloyd or BEAURU VARITUS or TUV prior to despatch. (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	B) Payment For Imported Goods: a) On Shipment: Seventy Five percent (75%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder: (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill; (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours; (v) Manufacturer's/Supplier's warranty certificate; (vi) Manufacturer's own factory inspection report and (vii) Certificate of origin by the chamber of commerce of the concerned country; (viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS or Lloyd or BEAURU VARITUS or TUV prior to despatch. (ix) DELETED Other conditions will remain unchanged

Performance Security –Page 28, Point 5.1

Existing	Read As
<p>Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier (OEM/Manufacturers), shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.</p> <p><i>BG should be submitted by OEM/Manufacturers directly from their bank, duly endorsed by the Scheduled Commercial Bank as per list issued by RBI from time to time.</i></p>	<p>Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier (OEM/Manufacturers), shall furnish performance security to the Purchaser/Consignee for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.</p> <p><i>BG should be submitted by OEM/Manufacturers directly from their bank, duly endorsed by the Scheduled Commercial Bank as per list issued by RBI from time to time.</i></p>

SECTION - VI
LIST OF REQUIREMENTS

Existing:-**Part I**

SI No	Tender ID	Equipment	Quantity	Warranty	CMC
1	2023_HITE_17 2101_1	Medical Cyclotron	1	5 years	15years

After 20 years (5 years warranty + 15 years CMC) the CMC will be renewed every 5 years till the lifetime of the Cyclotron by the consignee.

Note: The warranty of Medical Cyclotron wherever mentioned in the tender enquiry shall be read as 05 years.

Part II: Required Delivery Schedule:

For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign:

Supply, Installation and commissioning to be completed within **18 Months for Medical Cyclotron** from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power, whichever is later."

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 21 days from the date of release of NOA.

The date of delivery for Medical cyclotron will be the date on which the consignment reaches the Consignee site

The shipment to individual institutions should be made only after written communication from the head of the concerned hospital/institution. It will be the responsibility of bidder to coordinate with the regulatory authorities to ensure statutory clearances. The necessary papers will however be given to the bidder on request, by the Institute.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

If the delivery gets delayed due to site related issues, the supplier must get the Site hand over date duly vetted by the consignee. (Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning).

Note:- Added Para :- (Custom Clearance)**Medical cyclotron**

Custom clearances if any would be the responsibility of the vendors. Concessional Custom Duty against CDEC will be reimbursed at actual in INR. (CDEC will be issued by the consignee)

The supplier is responsible to collect the CDEC from the consignee/AIIMS in time. Delay in getting CDEC shall not be attributed to the purchaser.

Note:

- i) Supplier has to submit clear documents for opening of LC to HLL Infra Tech Services Limited within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- ii) The delivery schedule for different sites may be staggered based on the site readiness
- iii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iv) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV: Site Modification Work (if any) as per details in Technical Specification.

Part V: Warranty period as per details in general technical specification and as specified in Part I above.. **For, Medical Cyclotron** - Warranty period will be 60 months from the date of installation, commissioning and acceptance.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above

Part VI:

Required Terms of Delivery and Destination:

a) For Indigenous goods or for imported goods if supplied from India:

At Consignee Site(s)

b) For Imported goods directly from abroad:

The order will be for DDP basis. However, the foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule.

Manufacturer/ Supplier/ Indian Subsidiary of OEM/ Authorized Agent of OEM/ Bidder shall be responsible for timely lodgement of Bill of Entry (BOE), customs clearing, local transportation and delivery of all goods to the consignee site .

Custom clearances if any would be the responsibility of the vendors. Concessional Custom Duty against CDEC will be reimbursed at actual in INR on submission of actual duty paid challan. Custom duty will be released after

safe delivery of the equipment at the consignee site and upon submission of consignee receipt certificate along with original duty challan. (CDEC will be issued by the consignee)

The supplier is responsible to collect the CDEC from the consignee/AIIMS in time. Delay in getting CDEC shall not be attributed to the purchaser.

Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

Read As:-

Part I

SI No	Tender ID	Equipment	Quantity	Warranty	CMC
1	2023_HITE_17 2101_1	Medical Cyclotron	1	10 years	10years

Note: The warranty of Medical Cyclotron wherever mentioned in the tender enquiry shall be read as 10 years and CMC as 10 Years.

Part II: Required Delivery Schedule:

For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign:

Supply, Installation and commissioning to be completed within **18 Months for Medical Cyclotron** from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power, whichever is later."

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 21 days from the date of release of NOA.

The date of delivery for Medical cyclotron will be the date **as per IGM in BOE (Bill of Entry)**

The shipment to individual institutions should be made only after written communication from the head of the concerned hospital/institution. It will be the responsibility of bidder to coordinate with the regulatory authorities to ensure statutory clearances. The necessary papers will however be given to the bidder on request, by the Institute **covering CDSCO & EPR Licenses (As per rule 2022)**

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

If the delivery gets delayed due to site related issues, the supplier must get the Site hand over date duly vetted by the consignee. (Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning).

Note:- Added Para :- (Custom Clearance)

Medical cyclotron

Custom clearances **responsibility lies with HITES**

Note:

- v) Supplier has to submit clear documents for opening of LC to HLL Infra Tech Services Limited within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- vi) The delivery schedule for different sites may be staggered based on the site readiness
- vii) **Deleted**
- viii) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV: Site Modification Work (if any) as per details in Technical Specification.

Part V: Warranty period as per details in general technical specification and as specified in Part I above.. **For, Medical Cyclotron** - Warranty period will be **120 months** from the date of installation, commissioning and acceptance.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above

Part VI:

Required Terms of Delivery and Destination:

b) **For Indigenous goods or for imported goods if supplied from India:**
At Consignee Site(s)

b) **For Imported goods directly from abroad:**

The order will be for CIP / CIF basis.

Custom clearances is the responsibility of HITES and vendor shall provide all statutory compliance docs of AERB, CDSCO and EPR NOC under Rule 2022.

Insurance (local transit from Port of Arrival to Consignee Site and storage at Consignee Site) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

Section – IX
Qualification Criteria

For	Read As
Point no 9:- The Bidder should submit a 'Credit Limit Certificate' of at least 60% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a Scheduled Commercial Bank as per list issued by RBI from time to time. The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than twelve (12) months at the time of tender opening.	Deleted

SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY
(Replaced with New Format as mentioned below)
PERFORMANCE GUARANTEE

To,
CEO
HLL Infra Tech Services Limited
Procurement and Consultancy Division,
B-14 A, Sector-62, Noida-201307, Uttar Pradesh

Whereas **(vendor name)** hereinafter called "**the vendor**" has undertaken, in pursuance of **(contract details)** And whereas it has been stipulated by you in the said contract that the vendor shall furnish you with a Bank Guarantee for the sum specified therein as security for the obligations in accordance with the contract.

WE, (Bank Name), a banking company incorporated and registered under Companies Act 1956 and having license to carry on banking business under the Banking Regulation Act, 1949 having its registered officeand its one of branch office at (hereinafter called the "Bank") hereby undertake to pay to the HLL Infra Tech Services Ltd an amount not exceeding **Rs. (in words)** on demand by the HLL Infra Tech Services Ltd.

2. We, (Bank Name), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a written demand from the HLL Infra Tech Services Ltd stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Vendor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. (in words)**.

3. We, (Bank Name), further undertake to pay the HLL Infra Tech Services Ltd any money so demanded notwithstanding any dispute or disputes or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the vendor shall have no claim against us for making such payment.

4. We, (Bank Name), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the HLL Infra Tech Services Ltd under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-charge on behalf of the HLL Infra Tech Services Ltd certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Vendor and accordingly discharges the guarantee or till (Expiry date) whichever is earlier.

5. We, (Bank Name), further agree with the HLL Infra Tech Services Ltd that the HLL Infra Tech Services Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the HLL Infra Tech Services Ltd against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Vendor or for any forbearance act or omission on the part of the HLL Infra Tech Services Ltd or any indulgence by the HLL Infra Tech Services Ltd to the said Vendor or by any such matter or thing what so ever which under the law relating to securities would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

7. We, (Bank Name), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HLL Infra Tech Services Ltd in writing.

8. The bank guarantee shall be valid upto **(validity period)** unless extended on demand by the HLL Infra Tech Services Ltd and at our sole discretion Notwithstanding anything mentioned above, our liability against this bank guarantee is restricted to **Rs.(in words)** and unless a claim in writing is lodged with us of the date of expiry i.e. **(One year from the date of expiry of BG i.e., claim expiry date)** or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything therein:

- (i) Our liability under this bank guarantee shall not exceed **Rs.(in words)**.
- (ii) This bank guarantee shall be valid upto **(validity period)**.
- (iii) We shall be liable to pay the guaranteed amount or any part thereof under this bank guarantee upon receipt of written demand on or before **(one year from the date of expiry of BG i.e., claim expiry date)**.
- (iv) In case no demand is made before the claim expiry date specified in clause c, the bank shall stand discharged from all its liabilities under this bank guarantee irrespective of fact whether the original bank guarantee is returned to us or not and
- (v) Any dispute or claims arising out of this bank guarantee, are necessarily required to be enforced before the competent court of law with in one year (1) from the date of demand, provided that such demand is received by the bank before the claim expiry date specified in clause c above.

THIS BANK GUARANTEE IS SUBJECT TO THE ICC UNIFORM RULES FOR DEMANDGUARANTEES (ICC PUBLICAITON NO. 758) AND SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS, IN ACCORDANCE WITH THE LAW OF INDIA

All other terms and conditions of the tender enquiry remain unaltered

Bidders Pre Bid Representations Reply**Boston Ivy Healthcare Solutions Pvt. Ltd.**

Para no. of the Spec	Tender Specification	Representations/Amendments requested	HITES Reply																								
Page No: 37	“Payment terms for the turnkey work shall be as below: -10% of the total Turnkey shall be payable after the completion of the DPCC & Foundation. - 20% of the total Turnkey shall be payable after the Ground floor slab is cast. - 20% of the total Turnkey shall be payable after the slab for First Floor / second floor cast. - 20% of the total Turnkey shall be payable after delivery of the AC plant / Electrical panels / DG Set/ furniture items etc. - 30% after handing over of the site and final acceptance issued by the consignee.	Kindly amend this point as: -10 % Advance payment -20% of total turnkey after DPCC and Foundation -20% of total turnkey value after Ground floor structure slab casting -20% of total turnkey value after Second floor structure slab casting -20% of total turnkey value after completion of AC plant, DG Set, Electrical panel etc -5% After complete completion of turnkey works -5% on final handover of turnkey completion and turnkey handover should not be linked with Machine handover.	No Change, Tender terms will prevails																								
Page No: 44 Section-VI List of Requirements Part I: Warranty & CMC	<table><tr><th>Sl.No</th><th>Tender ID</th><th>Equipment</th><th>Qty</th><th>Warranty</th><th>CMC</th></tr><tr><td>1</td><td>2023_HITE_172101_1</td><td>Medical Cyclotron</td><td>1</td><td>5 Years</td><td>15 years</td></tr></table>	Sl.No	Tender ID	Equipment	Qty	Warranty	CMC	1	2023_HITE_172101_1	Medical Cyclotron	1	5 Years	15 years	<table><tr><th>Sl No</th><th>Tender ID</th><th>Equipment</th><th>Qty</th><th>Warranty</th><th>CMC</th></tr><tr><td>1</td><td>2023_HITE_172101_1</td><td>Medical Cyclotron</td><td>1</td><td>5 Years</td><td>5 years</td></tr></table>	Sl No	Tender ID	Equipment	Qty	Warranty	CMC	1	2023_HITE_172101_1	Medical Cyclotron	1	5 Years	5 years	Please read the amendment as above
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1	2023_HITE_172101_1	Medical Cyclotron	1	5 Years	5 years																						
Page No: 44 Section-VI List of Requirements Part I: Warranty & CMC	After 20 years (5 years warranty + 15 years CMC) the CMC will be renewed every 5 years till the lifetime of the Cyclotron by the consignee.	Kindly delete this point:	Please read the amendment as above																								

Page No: 44 Section-VI List of Requirements Part II: Required Delivery Schedule:	For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign: Supply, Installation and commissioning to be completed within 18 Months for Medical Cyclotron from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power, whichever is later."	For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign: Supply, to be completed within 18 Months for Medical Cyclotron from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power, whichever is later."	Please read the amendment as above.
Wipro GE Healthcare Pvt. Ltd.			
Page No 44, List of requirement t	CMC – 15 years After 20 years (5 years warranty + 15 years CMC) the CMC will be renewed every 5 years till the lifetime of the Cyclotron by the consignee.	Given that most of the components of any medical equipment are electromechanical in nature, the life cannot be promised to be 15/20 years. We project that here may be a requirement for substantial upgradation - between year 11/13. the scope of which cannot be ascertained as of now . Hence, we request that the clause be changed to " 5 years warranty + 5 years CAMC to be quoted upfront. Post completion of 10 years, the OEM to maintain the equipment further for Year 11 until Year 20 by quoting an upgradation cost as well as CMC cost schedule from year 11 to year 20, not after completion of 9 years from installation. Such upgradation and CMC terms to be agreed mutually between OEM as well as the institution and any such terms/ cost shall not be onerous and proper accounting/ cost estimate justifications to be given by OEM formally. Post acceptance of terms, the equipment to be suitably upgraded and	Please read the amendment as above

		made serviceable for the balance life"	
Page No 70, Point No 2 (a)	The Manufacturer/Bidder should have supplied and installed in last Five years from the date of Tender Opening, at least 01 No of such similar equipment meeting major parameters of technical specification which is functioning satisfactorily globally	For performance verifying we humbly request you to please mention at least two installations in India instead of global. Kindly also ask managing, serving and maintaining spare parts in India for at least five years. ,	No Change, Tender terms will prevails
Page no. 44, Part II	Required Delivery Schedule: For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign: Supply, Installation and commissioning to be completed within 18 Months for Medical Cyclotron from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power , whichever is later."	Supply and Installation to be completed within 18 Months for Medical Cyclotron from the date of opening of LC or date of approval of layout drawing from AERB, or date of site handing over by institute along with commitment of permanent power , whichever is later." Commissioning of cyclotron is subject to AERB approval, timeline of which is dependent on various extraneous factors which are not under control of the equipment supplier. Hence the change is requested.	Please read the amendment as above

Page no. 53,54,66,67 &82	<p>e) During the CAMC period, The uptime of the system shall be at least 95% calculated at 24 (hrs) X 7 (days) X 365 (days) basis</p> <p>1. No penalty for downtime of 20 days per year calculated at 24 (hrs) X 7 (days) X 365 (days) basis</p> <p>2. There shall be a penalty of Rs 10000 per day for downtime of 21 to 45 days per year calculated at 24 (hrs) X 7 (days) X 365 (days) basis</p> <p>3. There shall be a penalty of Rs 50000 per day for downtime of 46 to 90 days per year calculated at 24 (hrs) X 7 (days) X 365 (days) basis</p> <p>4. If downtime exceeds 90 days per year calculated at 24 (hrs) X 7 (days) X 365 (days) basis ,then supplier/manufacturer shall be Black listed/Terminated with forfeiture of performance security.</p> <p>Necessary logbooks shall be provided by the supplier. Penalty will be calculated 8 hours after telephonic/ SMS/ Email information to the vendor.</p>	<p>Cyclotron operations and its service is unique in regards to Radiation safety and requires conditions to be met to perform service interventions. Hence the below clauses is not acceptable to calculate or start of down time. Attached document has the requirements from GE side which will need to be communicated to the tenderer.</p>	<p>No Change, Tender terms will prevail</p>
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Page no. 45, Point No. b) & Page no 36, Point no b (a).	The order will be for DDP basis. However, the foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.	We request to convert this from DDP to CIP shipment and hence remove the CRC requirement. Further in case the DDP terms are required we request to change the CRC to any proof of delivery for initial 75% payment or specify the clear timeline within which the institute would issue the CRC. You would agree that these are high value equipment and holding initial 75% for delay in CRC would be unreasonable.	Please read the amendment as above
Page no. 33, Point No. 15, 2nd Para	The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved. All regular updates of newer technology as and when evolved shall also be applicable during CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC	Request you to change this as "Only software Updates as part of suppliers FMI program will be provided free of charge during warranty period. Any Upgrade will be made available to the purchaser at prices to be agreed separately. But software Update will be given free of charge as long as its compatible to the supplied hardware, during the warranty period	No Change, Tender terms will prevail However, the same has already been updated in original tender as:- The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer software technology as and when evolved. All regular updates of newer software technology as and when evolved shall also be applicable during CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.
Page no. 34, Point No. 15	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever	We humbly request you to kindly mention that Warranty won't include the accessories, consumables, rubber goods, glass items and other perishable items.	No Change, Tender terms will prevail

	applicable:-		
Page no. 34, Point No. 15.4	Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions	Cyclotron operations and its service is unique in regards to Radiation safety and requires conditions to be met to perform service interventions. Hence the below clauses is not acceptable to calculate or start of down time. Attached document has the requirements from GE side.	No Change, Tender terms will prevail
Page no. 34, Point No. 15.5	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.	Please clarify this point whether the warranty extension would be upto the original equipment warranty or will be extended by the original warranty duration	In case any rectification / replacement to defective parts the warranty shall be extended till the warranty of main equipment
Page no. 34, Point No. 15.6	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed	You would agree that the point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser" is not acceptable. Hence we humbly request you to kindly delete this line.	No Change, Tender terms will prevail

	to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.		
Page no. 35 & 36, Point No. 21	TERMS AND MODE OF PAYMENT	Please specify the timeline within which HLL would release the payment post receipt of complete payment related required documents	As per TED
Page no. 39, Point No. 23.1	Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.	Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 5% of the contract price. We humbly request you to kindly make the maximum LD as 5%.	No Change, Tender terms will prevail

	Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.		
Page no. 23 & 24, Point No. 40.2	If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.	We humbly request to specify the timeline during which the repeat order can be placed. Currently this is open-ended and you would agree that in case of site not ready/pre requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to accept the repeat order on the same quoted prices. Hence request to kindly specify the timeline during which the repeat order can be placed.	As per TED
Page no. 45, Point No. Note: (iii)	In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only	Please clarify this point.	Please read the amendment as above