

Response To Pre-Bid Queries

Tender Ref.: HITES/PCD/MP/Rad-Onco/HELA/ 23-24 dated 20-06-2023 (Tender ID 2023_HLL_158114_1)

Item Name: High Energy Linear Accelerator

Tender Para	TENDER SPECIFICATION	NAME OF THE PROSPECTIVE BIDDER	AMENDMENT REQUESTED BY PROSPECTIVE BIDDER	COMMITTEE RECOMMENDATION
Pg no.32	(15.2)-The warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms with a regular update of newer technology as and when evolved followed by a 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	ELEKTA SOLUTIONS AB	We request you to kindly amend the same as: Warranty for Turnkey works should be applicable only for the HVAC only.	No change
Pg no.35	a) On Shipment: 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: (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	ELEKTA SOLUTIONS AB	Kindly delete this clause no ix)	No change
Pg no.35	C) Payment of Site Modification Work, if any: Site Modification Work payment will be made to the bidder/ manufacturers agent opt its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commissioning, and acceptance of equipment by the consignee.	ELEKTA SOLUTIONS AB	We request you to kindly amend the same as: 50% payment of Turnkey/Site modification will be paid on submission of joint inspection report from consignee and HITES engineer. 50% payment of Turnkey/site modification work will be paid on submission of proof of final installation and acceptance (FAC) of work by the consignee.	No change
Pg no.42	Delivery Period Supply, Installation, and commissioning to be completed within 180 days from the date of opening of LC or 60 days from date of site readiness/AERB approval for import, whichever is later	ELEKTA SOLUTIONS AB	We request you to kindly amend the same as: Supply, installation, and commissioning to be completed within 270 days from the date of opening of LC/AERB Approval for Import whichever is later. LC to be opened only in case of HOSPITAL BUNKER is constructed and required staff as per the AERB guidelines is available.	Delivery Period Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 120 days from date of site readiness/ AERB approval for import, whichever is later.
Pg 14 of 101	13.5.3 Customs Duty: The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence.	ELEKTA SOLUTIONS AB	We request you to kindly amend the same as: The Purchaser will custom clear the goods and pay Customs duty wherever applicable. Supplier will arrange for the local freight, delivery and unloading at site.	13.5.3 Customs Duty: The Purchaser will pay the Customs duty wherever applicable upon submission of documentary evidence.

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Page 27 of 101	5. Performance Security 5.1 Within twenty-one (21) days from date of the issue of notification of award by the	ELEKTA SOLUTIONS AB	Please amend as under: 5.1 Within 30 (30) days from date of the issue of notification of award / date of site handover by consignee /AERB NOC for Procurement whichever is later by the Purchaser/Consignee.	No change
Page 35 of 101	B) Payment For Imported Goods: a) On Shipment: (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; (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.	ELEKTA SOLUTIONS AB	Kindly amend the same as : (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents have already been sent to all concerned as per the contract within 21 days. Please remove CRC clause for 75% claims (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee	Accepted. Deleted: CRC Clause from Payment in case of imported goods
Page 69	UPTIME GUARANTY (95 %) / PENALTY CLAUSE • High Energy Linac: INR 30,000 per day • Penalty will be calculated 6 hours after telephonic/ SMS/ Email information to the vendor.	ELEKTA SOLUTIONS AB	We request you to delete cash penalty and replace it with double the no of days extension in warranty period for which machine is down beyond 5% down time. • Above Penalty should be calculated after 24 hrs after telephonic/SMS/Email information to vendor	No change
Page 70	Offsite Training- The vendor should provide comprehensive training on Linear Accelerator, Treatment Planning, CT Simulator and Oncology Information system in a well advanced center for six persons (two Radiation Oncologist, two Medical Physicist and two RT technologists). The training period should be at least for two weeks	ELEKTA SOLUTIONS AB	Kindly amend 2 week training period to 1 week	No change
Page 70	If any Item/Items of the entire LINAC System which is/are required for the full functioning of the equipment mentioned in specification, but inadvertently missed in specifying in the many terms. The same shall be supplied without additional cost by the L1 Vendor.	ELEKTA SOLUTIONS AB	Please remove this clause as this is ambiguous in nature. We shall strictly provide scope of supply as per tender specs, anything outside will be costed extra.	No change
Page 71	Software and Hardware Five Years warranty of all software and hardware and networking and software service agreement till ten years. All software updates should be free of cost.	ELEKTA SOLUTIONS AB	Please note that all software updates will be free of cost however any new upgrade or facility with new features will be charged extra as applicable. Request you to amend this clause accordingly.	No change
Turnkey Points, Points no.4	Time lines of completion and start is not defined for this turnkey work. We need minimum 120 days to complete turnkey work from the date when site is officially given to us with all provisions like permanent power terminated at bunker UPS room made available as per company's requirements to make it ready for handing over to end user for installation. Any delay on account of any deficiency of work will not be counted in 120 days.	ELEKTA SOLUTIONS AB		No change

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Turnkey Points, Points no.6	<p>We request you to kindly amend payment clause of turnkey at page no 35 as per below:</p> <ul style="list-style-type: none"> -50% payment of Turnkey/Site modification will be paid on submission of joint inspection report from consignee and HITES engineer. -50% payment of Turnkey/site modification work will be paid on submission of proof of final installation and acceptance (FAC) of work by the consignee. These payment term are as per the other HITES tender and already approved by HITES. 	ELEKTA SOLUTIONS AB		No change
Page 14	<p>13.5.3 Customs Duty:</p> <p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence.</p>	Varian	<p>1. All the applicable taxes and duties shall be borne by the institute on actuals at the time of import.</p> <p>Varian will intimate the First party around the shipment & ask for the documentation for clearing & duty payments.</p> <p>2. Please note that Varian would neither be able to pay customs on behalf of the institute or, would be able to claim re imbursement of the same. Duty should be directly paid by the institute to the Government.</p> <p>3. Please also note that any delay due to non-submission of the documents by the insititute shall not trigger any LD on Varian.</p>	No change
Page 35	B) Payment For Imported Goods:	Varian	<p>We would need a 100% irrevocable confirmed Letter of Credit at sight, payable as follows:</p> <p>90% on Bill of Lading & balance 10% against acceptance and commissioning or, 180/120 days from the shipment/Bill of Lading, whichever is earlier, against an equivalent PBG.</p>	No change
Page 37	<p>23. Liquidated damages</p> <p>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. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. 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.</p> <p>During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.</p>	Varian	<p>LD Calculation shall be calculated from the date of the clean LC</p> <p>Extension of Time</p> <p>1.1 Subject to the terms of this Agreement, VMS shall be entitled to an extension of the time for completion of supply of Product (without the Customer making any claims for damages) to the extent that the supply of the Product is delayed by:</p> <p>1.1.1 Customer not making timely payment in accordance with the payment terms contained herein;</p> <p>1.1.2 A variation in the terms of the Agreement due to a Change in Law;</p> <p>1.1.3 Any delay, impediment or prevention caused by or attributable to the Customer, the Customer's representative/ consultants, or such other persons appointed by the Customer at the Installation Site; and</p> <p>1.1.4 Delays attributable to an event of Force Majeure, or any other reasons not attributable to any negligence or fault of VMS International or VMS India.</p>	No change

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	Payment of Turnkey, if any	Varian	There is no mention of Payment structure for Turnkey. Please note that Turnkey in this case would be a cost intensive project limiting our capability to fund. Therefore, there should be a provision for milestone-based payment as follows: 30% - Advance, 30% - Completion of Civil and Interior works, 30% - Completion of Electrical and HVAC works and 10% - Completion of Turnkey works and Handover for Machine Installation. For Turnkey - There won't be any remittance to foreign Principal in this case, as turnkey shall be taken care by Varian India local entity the same shall be bill directly to Institute with applicable local taxes as extra.	No change
Page 99	Clause.6. Fall Clause The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.	Varian	Request you kindly provide the confirmation on the below points: (i) Fall back clause should only be applicable for the identical supplies done within the territory of India (ii) Kindly confirm the timelines around the applicability of this clause	No change
Page 36	21.2 The supplier shall not claim any interest on payments under the contract.	Varian	We request you to kindly amend this clause, as the supplier should reserve the rights to charge interest on the overdue invoices	No change
Page 35	Payment terms 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;	Varian	Kindly amend 24hrs to 21 Days from the date of shipment	No change
Page 35	Clause 21 = 21.1 = D) Bank guarantee for AMC/CMC	Varian	Request to delete this point as we are providing the bank guarantee for CMC it is backed up by an uptime clause	No change
Page 36	Clause 21 = 21.2 = The supplier shall not claim any interest on payments under the contract	Varian	All the CMC invoices are to be paid within 30/60 days from submission to avoid 18% interest on invoicing amount.	No change
Page 36	Technical Specification = Clause no. 7 = Penalty clause	Varian	Request to amend this point. Instead of Money Penalty we can extend the warranty/CMC by twice the shortfall period	No change

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Page 72	General technical specification = Clause no. 4 = Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:	Varian	a) CMC will be offered only for the supplied equipment. Any site modification/maintenance work will be under the customer's scope of control. d) Request to amend this point , As any shortfall in committed uptime will be settled by offering by extending the warranty/CMC by twice the shortfall period.	No change
Variation of Quantities at the Time of Award/ Currency of Contract Clause:40, Pg. 23.	40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer. 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.	Varian	Please issue a clarification on currency of the contract as it need to be restricted for a definite period. Following can be included as a clarification (as done in previous tenders) The price and other terms and condition must be remain valid for 1 year from the date of 1st NOA release.	No change
Price Fall- PREPARATION OF e-TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED Clause-15.10 Pg.33 of TED	A self-declaration on Rs. 10/- non- judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India), during last 2 years. The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-a-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.	Varian	A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). This undertaking shall be valid until installation of the equipment or 12 months from the date of submission of bid, whichever is earlier. The Supplier along with its Indian Agent and the CMC Provider shall always accord most favored client status to the Purchaser vis-a-vis its other Clients/Purchasers of its identical descriptions equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.	No change
MANUFACTURE R'S AUTHORISATION FORM Pg.104 of TED	We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent	Varian	We also hereby extend our warranty, whereas our Indian affiliates/agent shall be responsible for after sales services including CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.	No change
	Technical Specification (Pg.69)	Varian	Penalty Calculation will be as under: In Up time: 95% Uptime for Advanced High Energy Linear Accelerator (LA) System, Penalty will be calculated on 95% of 365 days. High Energy Linac: INR 30,000 per day subject to maximum of 10% of equipment cost during warranty period and during post warranty period it will be restricted to 10% of the annual maintenance contract value.	No change

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Turnkey Page 32; Point 15.2	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work	Varian	We request to keep Turn-Key warranty to 1 year from the date of AERB commission approval for Linac or site handover whichever is earlier Also please exclude the TK consumables from warranty and CMC.	No change
Page 35; Point c	Payment of Site Modification Work	Varian	We request payment terms for Turnkey scope as follows: Option1: 75% advance along with PO against BG. Balance 25% to be paid on Acceptance Option2: 40% advance along with PO. Balance 60% to be paid as per measurement sheet approval throughout the project	No change
Page 42	Supply, Installation, and commissioning to be completed within 180 days from the date of opening of LC or 60 days from date of site readiness/ AERB approval for import, whichever is later	Varian	Due to supply chain issue Please get amended the 1) supply of equipment to 240 days from date of clean LC or AERB Import authorization or date of site handover (including power supply) whichever is later 2) Installation - 60 days from date of site readiness & AERB intermittent approval whichever is later	Delivery Period Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 120 days from date of site readiness/ AERB approval for import, whichever is later.
Page 42 Point V	Warranty period will be 60 months commencing from first patient treated as per AERB norms.	Varian	Warranty will be start from 60 Months from 1st Patient treatment or Patient treatment license issued by AERB or 66 Months from delivery of Equipment at site whichever is earlier	No change
Page 64, Point-5	The scope of work as per regulatory guidelines will be provided and finalized by HLL and respective of GRMC Gwalior and NSCB Jabalpur	Varian	When this will be done? We request to keep Turn-Key cost out of L1 calculations	No change
Page 64, Point-7	The bidder has to work in conjunction with the consignee institute to facilitate all statutory local and regulatory approvals	Varian	We request to exclude all statutory/ regulatory approvals/ follow-ups from final scope of work as this need local expertise. Local Hospital should facilitate this work	No change
Page No- 35	(viii) Payment terms For Imported Goods. Section B – On shipment	Varian	To fulfill below condition consolidation of all the shipment is require at Legacy. So, need the amendment in supply period. Also, this clause needs to be exclude for Base frame & PIK if we are shipping under LC	No change
Page No-42	ii) 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.	Varian	Due to supply chain issue Please amend as 1) supply of equipment to 240 days from date of clean LC or AERB Import authorization or date of site handover (including power supply) whichever is later 2) Installation - 60 days from date of site readiness & AERB intermittent approval whichever is later	No change
Point added on Email dated 24.07.2023				
Page No-75	Point 3 The Bidder should submit a 'Credit Limit Certificate' of at least ₹ 30,00,00,000 (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a Nationalized Bank. 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 three months at the time of tender opening.	ELEKTA SOLUTIONS AB		The Bidder should submit a 'Credit Limit Certificate' of at least ₹ 30,00,00,000 (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 should be valid for 12 months from the date of issuance.