

**Amendment No. 05**

Date: 02-02-2024

**Sub: Amendment No. 05 to the Tender Enquiry Document****Ref: Tender No: HITES/PCD/AIIMS-IV/62/RT/Rad-Onco/23-24/ dated 05-12-2023****Tender ID: 2023\_HITE\_176706\_1****Section I**  
**Notice Inviting Tenders (NIT)**

Tender timeline:

**For**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
4.	Closing date & time for submission of online bids	<b>08-02-2024, 01:00 PM</b>
5.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	<b>08-02-2024, 02:00 PM</b>
6.	Time and date of opening of online bids	<b>09-02-2024, 02:30 PM</b>
7.	Venue for opening of online bids and submission of tender processing fee and EMD	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

**Read As**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
4.	Closing date & time for submission of online bids	<b>16-02-2024, 01:00 PM</b>
5.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	<b>16-02-2024, 02:00 PM</b>
6.	Time and date of opening of online bids	<b>16-02-2024, 02:30 PM</b>
7.	Venue for opening of online bids and submission of tender processing fee and EMD	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

**Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 225 days from the date of tender opening.****All other terms and conditions of the tender enquiry remain unaltered**

## Section VII Technical Specifications

HITES/PCD/AIIMS-IV/62/RT/Rad-Onco/23-24/		
Item Name: Advanced High Energy Linear Accelerator (Tender _ID: 023_HITE_176706_1)		
Tender Page & Para	TENDER SPECIFICATION	COMMITTEE RECOMMENDATION
PG – 59	<p><b>1 Survey meter</b> -A portable ionization chamber-based survey meter capable of detecting X-ray and gamma radiation above 25 keV, integrated display, dose rate and integrated dose modes, dose rate range of 0.5 <math>\mu</math>Sv/hr–50 mSv/hr, energy dependence less than 20% in the range of 50 keV–1 MeV, calibration certificate shall be provided</p> <p><b>2 Neutron meter</b>- A spherical rem-counter probe that can be used for measurement of ambient dose equivalent rate (Sv/hr) for neutrons according to the International Commission on Radiological Protection (ICRP) Publication 60. Measuring range of 30 nSv/hr–80 mSv/hr shall be covered and the energy dependence shall be around <math>\pm</math>30% of 50 keV–10 MeV. The sensitivity shall be less than 3 counts per nSv. The probe shall have a calibration that is traceable to primary standards</p>	<p><b>1 Survey meter</b> -A portable ionization chamber-based survey meter capable of detecting X-ray and gamma radiation above 25 keV, integrated display, dose rate and integrated dose modes, dose rate range of 0.5 <math>\mu</math>Sv/hr–50 mSv/hr, energy dependence less than 20% in the range of 50 keV–1 MeV, <b>valid calibration certificate with atleast 1 year validity</b> shall be provided</p> <p><b>2 Neutron meter</b>- A spherical rem-counter probe that can be used for measurement of ambient dose equivalent rate (Sv/hr) for neutrons according to the International Commission on Radiological Protection (ICRP) Publication 60. Measuring range of 30 nSv/hr–80 mSv/hr shall be covered and the energy dependence shall be around <math>\pm</math>30% of 50 keV–10 MeV. The sensitivity shall be less than 3 counts per nSv. The probe shall have a calibration that is traceable to primary standards. <b>The equipment shall be supplied with valid calibration certificate of atleast 1 year validity.</b></p>
Page 52 XV.1	Off-Site Training : The vendor should provide comprehensive training on Linear Accelerator, Treatment Planning and Oncology Information system in a well advanced center for three persons (one Radiation Oncologist, one Medical Physicist and one RT technologist).The training period should be at least for two weeks.	Deleted
D	<b>Dosimetry and Quality Control Equipment Specification</b>	
Pg 58 2.	<p><b>Patient-Specific Verification QA Equipment/System</b> : The system shall consist of two system (a) 3D cylindrical phantom (b) 2D ion chamber or diode array based detector with software system for :</p> <p>(i) one set for IMRT and VMAT FFF beams : 1 No (ii) One set for SRS/SBRT FFF beams having small volume SRS ion-chamber array detector systemor <b>CMOS</b> Solid-state sensors technology advanced comparison and evaluation tools including local and global gamma volume analysis : 1 No</p>	<p><b>Patient-Specific Verification QA Equipment/System</b> : The system shall consist of two system (a) 3D cylindrical phantom (b) 2D ion chamber or diode array based detector with software system for :</p> <p>(i) one set for IMRT and VMAT FFF beams : 1 No (ii) One set for SRS/SBRT FFF beams having small volume SRS ion-chamber/ <b>diode</b> array detector system <b>or Solid-state sensors technology</b> advanced comparison and evaluation tools including local and global gamma volume analysis : 1 No</p>

Page 47	An Advanced, state-of-the-art technology-based, latest model commercially high-energy medical linear accelerator (LINAC) having photon and electron beam radiation equipped with a multileaf collimator (MLC) and an electronic portal imaging device (EPID) and kilo voltage cone-beam CT (KV-CBCT) and other features to perform various radiation treatment techniques such as three-dimensional conformal radiotherapy (3D-CRT), intensity modulated radiation therapy (IMRT)/volumetric modulated arc therapy (VMAT), image-guided radiotherapy (IGRT), frameless SRS/SBRT, four-dimensional radiotherapy (4D-RT) and flattening-filter free (FFF) beam technology.	An Advanced, state-of-the-art technology-based, latest model commercially high-energy medical linear accelerator (LINAC) having photon and electron beam radiation equipped with a multileaf collimator (MLC) and an electronic portal imaging device (EPID) and kilo voltage cone-beam CT (KV-CBCT) and other features to perform various radiation treatment techniques such as three-dimensional conformal radiotherapy (3D-CRT), intensity modulated radiation therapy (IMRT)/volumetric modulated arc therapy (VMAT), image-guided radiotherapy (IGRT), frameless SRS/SBRT, four-dimensional radiotherapy (4D-RT), flattening-filter free (FFF) beam technology, <b>and Surface Guided Radiation Therapy (SGRT) System.</b>
Page 48 Para 10.ii	Treatment couch with 6-degree-of-freedom (6DOF) in translational and rotational movements' capability and accessories used for image guided radiation therapy shall be provided.	<b>Deleted</b>
NA	NA	<b>Added Para 7 under para X. Treatment Delivery Techniques:</b>
		<b>Technical Specification for Surface Guided Radiation Therapy System:</b>
		<b>The Vender to provide Optical Surface Imaging system for Surface guided Radiation Therapy available in the market for patient setup, Positioning, Intra Fraction motion monitoring for all cancer treatments, including but not limited to DIBH, Pelvis, SRS, SBRT, Paediatrics and at non-coplanar gantry angles with following specifications:</b>
		<b>1. The optical surface guided system for the treatment room. The treatment room system to be with 3 camera pods equipped with stereovision technology and atleast 4mp or more in resolution and should generate the patient contour using AI for positioning and monitoring based on validated DICOM data from the TPS for all the treatments. The camera provided should have high resolution as per the AAPM guidelines and would be preferred.</b>
		<b>2. System should be able to track in both coplanar and non-coplanar positions based on rigid registration for better accuracy and internal organ correlation. It should image bolus accessories. Vendor to specify the spatial, temporal resolution accuracy for patient positioning, motion monitoring in both coplanar and non-coplanar treatments, provide the field of view, frames per second for image capturing of the proposed system.</b>

		3. The proposed system should have a robust QA system based on the treatment algorithm in complaint to AAPM TG 302 Guidelines. The system should use the same major treatment Clinical Algorithm in the QA process as well.
		4. The proposed system should have a tracking at any couch angles at an accuracy of 0.5 mm / 0.5° as per ESTRO ACROP Guidelines. The system should have beam hold capability with proven outcome clinical paper showing significant reduction in cardiac defect post Radiotherapy.
		5. System should have an accuracy for Absolute-positioning accuracy 0.5mm / 0.5°, Motion-monitoring accuracy 0.2 mm / 0.1°, at non-coplanar angles and at gantry angle, tracking accuracy 0.3 mm / 0.2° suitable for frameless SRS and should have an Optimization for pod occlusion, deep-seated isocenters, non-coplanar beams, etc which is crucial for the improving the patient treatment.
		6. System shall use reference surface image relative to the treatment ISO centre positioning with 4DOF couch shift, the proposed system should be capable of real-time monitoring of the patient surface throughout the treatment session with capability to do beam hold if patient moves out of threshold.
		7. System shall have non-contact real-time visual coaching tools for patient coaching to assist in enhanced breathing reproducibility. It shall provide guidance for correcting patient posture, such as chin / arm position for enhanced positioning by live video feed with Numerical values, Colour code with a live video feed on the display to the RTTs to ensure proper, accurate positioning of patients. The system should be capable to draw multiple ROI's and provide active feedback for the region of interest drawn.
		8. The offered system should be equipped with all necessary hardware and perpetual software for treating frameless SRS, SBRT, DIBH treatments.
		9. System should be able to capture multiple images within a specific time frame to obtain mid-breathing reference image to assist free breathing patient treatment.
		10. The System must be FDA approved or CE marked or BIS certified with a guaranteed uptime of 98%.

**Commercial Amendment**  
**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**For:-**

**5. Performance Security**

5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, 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

**Read As:-**

**5. Performance Security**

5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, 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

**For:-**

**21. Terms and mode of payment**

**B) Payment For Imported Goods:**

**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:

- (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, Lloyd, BEAURU VARITUS and TUV prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

**Read As:-**

**21. Terms and mode of payment**

**B) Payment For Imported Goods:**

**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:

(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, Lloyd, BEAURU VARITUS and TUV prior to despatch.

(ix) **DELETED**

**Section – IX  
Qualification Criteria**

**For:-**

3. 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 12 (twelve) months at the time of tender opening.

**Read As:-**

3. **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 office .....and 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 Representation Reply**

Sl. No.	Bidder	Para no. of the Spec	Tender Specification	Representations/Amendments requested	HITES Reply
1		13.5.3 Customs Duty:	The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence	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.  With the CIP inco-terms supplier's responsibility is upto delivery at port/airport of destination, Clearance and duty should be directly paid by the Buyer.	No Change. Tender terms will prevail.  CIP Inco terms will be followed
2	M/s Elekta	5. Performance Security	5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid upto 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	Please amend as under: 5.1 Within twenty one (21) days from date of the issue of notification of award / <b>date of site handover by consignee /AERB NOC for Procurement whichever is later</b> by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to three percent (3%) 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	<b>Please read the amendment as above</b>

			<p>the date of Notification of Award</p>	<p>months under warranty from the date of Notification of Award.</p> <p>Please remove requirement for submission of advance Performance BG wherever sites are not ready for handover to Supplier. AERB procurement NOCs not available for import of equipment.</p>	
3		11. Insurance	<p>If the equipment is not commissioned and handed over to the consignee patient treatment not started within 3 months, the insurance will have to be extended by the supplier at their cost till the start of First patient treatment successful installation, testing, commissioning, and handing over of the goods to the consignee . In case the delay in the installation, and commissioning and start of First patient treatment is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p>	<p>11. Insurance: If the equipment is not commissioned and handed over to the consignee patient treatment not started within 3 months, the insurance will have to be extended by the supplier at their cost till the start of First patient treatment successful installation, testing, commissioning, and handing over of the goods to the consignee. In case the delay in the installation, and commissioning and start of First patient treatment is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p> <p>There are instances where consignee's have already started patient treatment but not issuing Final Acceptance Documents, due to various reasons. Therefore, insurance can not be exte</p>	No Change. Tender terms will prevail.

				ended for indefinite period, Supplier will provide maximum insurance coverage upto start of First patient treatment whether FAC is signed or not by the consignee.	
4	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 contract, unless specified otherwise in the SCC. 9) All kinds of painting, civil, HVAC, mechanical and electrical work.	Warranty for Turnkey works should be applicable only for the HVAC only.  Rest of the Interior works will wear and tear with time and will have the defect liability of one year.	No Change. Tender terms will prevail	
5	B) Payment For Imported Goods:	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 here under: (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 <del>24 hours</del> ; 21 days	(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; 21 days  <b>Please remove this for 75% claims</b> (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized represen	<b>Please read the amendment as above</b>	

			<p>ments has already been sent to all concerned as per the contract within 24 hours;</p> <p>(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.</p>	<p>tative of the consignee.</p> <p>Since third party inspection certificate is already getting presented confirming to shipment as per the terms of contract, please remove this requirement for submission of CRC. Further with this clause no foreign bank is ready to add their confirmation to letter of credit.</p>	
6		Delivery Period	<p>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. Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of NOA. For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p>	<p>Option-I 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.</p> <p>Option-II Supply, installation, to be completed within 180 days from the date of opening of LC/AERB Approval for Import whichever is later. Commissioning to be completed in another 60 days after the delivery of the equipment at the site. LC to be opened only in case of HOSPITAL BUNKER is constructed and required staff as per the AERB guidelines is available.</p> <p>As there are multiple AERB approvals required during installation and commissioning of</p>	No Change. Tender terms will prevail.

				<p>machine, we request to amend delivery terms as under:</p> <p><b>AERB Approvals –</b> Timelines for AERB for necessary approvals (From Import Authorization/ NOC to Clinical Approval ) is around 100 days as per the AERB guidelines.</p> <p><b>Shipment &amp; Delivery -</b> Machine build and Shipment of machine in 16 weeks- 20 weeks (112 days ) from the date of NOC and LC.</p> <p><b>Installation &amp; Commissioning –</b> Mechanical Installation and CAT – <b>40 days</b> Beam Data and AERB commissioning – <b>30 Days</b> (By Hospital Team)</p> <p><b>Overall, it requires around 270 days for the patient clinical from the date of LC/NOC to Machine Clinical, provided there is no radiation leakage from Bunker and all the necessary staff is available at Hospital.</b></p>	
7	Point 4 Penalty Clause:	Penalty at the rate of Rs.50,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar year.	We humbly request you to please amend to 95% uptime warranty during CMC period with penalty, to extend CMC period by double the downtime period.	No Change. Tender terms will prevail.	

14	Pg 70 of 110	<p>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 12 (twelve) months at the time of tender opening.</p>	<p>As the bidder is our Foreign Principal, we can submit the 'Credit Limit Certificate' from their foreign bank only, and in foreign currency.</p>	<p><b>Please read the amendment as above</b></p>
15			<p><b>In addition to above amendments please</b> also add Limitation of Liability Clause "Limitation of Liability Clause Elekta's total liability will be limited to Purchase Order Value. Liability capping is must requirement.</p>	<p>No Change. Tender terms will prevail.</p>

16				<p>We request you to kindly extend the bid submission date by another 30 days due to the following reasons:</p> <ul style="list-style-type: none"> <li>- As per the tender, lot of 3rd party items are required and for the same we have to coordinate with various third-party vendors for their quotes and this requires minimum 20-25 days.</li> <li>- Also, as per the tender terms EMD needs to be submitted in the form of BG and now a days bank requires minimum 20-25 days to issue the BG.</li> </ul> <p>Considering the above genuine facts, we request you to kindly extend the submission date by another 30 days and help us to submit our bid for your prestigious tender.</p>	<p>Kindly refer the TED and subsequent amendment.</p>
----	--	--	--	---	---

24	M/s VARIAN (Siemens Healthineers International AG)	Page 39	23. Liquidated damages	<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. Tender terms will prevail.
25		Page 36	B) Payment For Imported Goods:	<p>We would need a 100% irrevocable confirmed Letter of Credit at sight, payable as follows:</p> <p>90% on Bill of Lading &amp; 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. Tender terms will prevail.



26		Page 37	<p>Taxes and Duties :                  21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.</p>	<p>All the applicable taxes and duties shall be borne by the institute on actuals at the time of import. Varian will intimate the First party around the shipment &amp; ask for the documentation for clearing &amp; duty payments. Please note that Varian would neither be able to pay customs on behalf of the institute nor, would be able to claim reimbursement of the same. Duty shall be directly paid by the institute to the Govt.</p>	<p>No Change. Tender terms will prevail.</p>
27		Page 93, Fall clause	<p>Clause.6. Fall Clause</p>	<p>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.</p>	<p>No Change. Tender terms will prevail.</p>
28		Page 37	<p>21.2 The supplier shall not claim any interest on payments under the contract.</p>	<p>We request you to kindly amend this clause, as the supplier should reserve the rights to charge interest on the overdue invoices</p>	<p>No Change. Tender terms will prevail.</p>
		Page 43	<p>DELIVERY SCHEDULE : As per tender terms.</p>	<p>We would request a minimum time period of 270 days from the date of LC opening and handover of complete shell as per AERB SLA.</p>	<p>No Change. Tender terms will prevail.</p>

	Page 33; 15.2	warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms	Warranty should start from the date of final machine handover and not from first patient treatment as it is subjective to AERB clearance. Also we request to change the warranty on Turnkey works and consumable items to 12 months	No Change. Tender terms will prevail.
	Page 37; 21.1 (c)	Site Modification Work payment will be made to the bidder/ manufacturer's 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, commission and acceptance of equipment by the consignee	We request payment terms for Turnkey scope as follows: Option 1 1 40% advance along with PO. 2 Balance 60% to be paid on actual measurement sheet certification against RA bills. Option 2 1 80% advance along with PO against BG. 2 20% on machine installation.	No Change. Tender terms will prevail.
	Page 43, Part II	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.	We would request a minimum time period of 270 days from the date of LC opening and handover of complete shell as per AERB SLA. Varian would support Hospital/RSO for commissioning work and AERB approval for this task should not be considered under given timeline.	No Change. Tender terms will prevail.
	Page 68; Point 5	The Site Modification Work costs to be quoted in Indian Rupee will be added for Ranking Purpose.	Request to exclude site modification cost from L1 calculation since no clear scope is mentioned in the tender	No Change. Tender terms will prevail.
	Page 88	Consignee list	Please share AERB approved layouts for each site	Kindly visit the respective site for the same
	Page 108	Consignee list	Please provide layouts of each site for better understanding of work	Kindly visit the respective site for the same

		General query		<p>General Points:                  1) Please provide exact BOQ for fair evaluation.                  2) Please share the details of permanent power load and DG availability for machine and supports of each site                  3) What is the process of rate approval of any extra items if required during the project?                  4) Hospital must provide construction water and power supply at point of use (at site) free of cost.</p>	<p>1) Please provide exact BOQ for fair evaluation.- <b>Refer the TED/ Technical specification for same.</b>                  2) Please share the details of permanent power load and DG availability for machine and supports of each site- <b>Before submission of bid kindly visit the respective site for the same .</b>                  3) What is the process of rate approval of any extra items if required during the project?- <b>Not allowed</b>                  4) Hospital must provide construction water and power supply at point of use (at site) free of cost.- <b>Refer the TED Turnkey terms for same.</b></p>
				<p>Since this tender requirement is along with turnkey for multiple locations and accessories is large and would need involvement of our sourcing team, hence, we would need you to allow 30-45 days for submission of bids from the date of final amendment issued and therefore extend the tender submission date by atleast 3 working weeks from the last amendment published.</p>	<p>Kindly refer the TED and subsequent amendment.</p>