

27.03.2023

**Amendment No. 3****Sub: Amendment to the referred tender enquiry****Ref.: Tender Enquiry No.: HITES/PCD/AIIMS-IV/62/Rad-Onco/22-23 dated 03-03-2023**

The following changes are being incorporated in the above referred Tender Enquiry Document.

**SECTION I****NOTICE INVITING e-TENDER (e-NIT)****Existing:**

Sch. No.	Tender_ID	Equipment	Qty.	Tender Processing Fee (₹)*	EMD (₹)
1	2023_HLL_1464_28_1	Advanced High Energy Linear Accelerator	14	5,900	486,00,000.00
2	2023_HLL_1464_28_2	CT Simulator System-16 Slice	14	5,900	135,00,000.00

**Read as:**

Sch. No.	Tender_ID	Equipment	Qty.	Tender Processing Fee (₹)*	EMD (₹)	Total Estimated cost in (₹)
1	2023_HLL_146428_1	Advanced High Energy Linear Accelerator	14	5,900	504,00,000.00	25200,00,000.00
2	2023_HLL_146428_2	CT Simulator System-16 Slice	14	5,900	140,00,000.00	7000,00,000.00

**Tender Timeline****Existing:**

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	28-03-2023, 14:00 hrs IST
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	29-03-2023, 14:00 hrs IST
d.	Time and date of opening of online bids	29-03-2023, 14:30 hrs IST

Read as:

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	13-04-2023, 14:00 hrs IST
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	14-04-2023, 14:00 hrs IST
d.	Time and date of opening of online bids	14-04-2023, 14:30 hrs IST

**Section – IX**  
**Qualification Criteria**

**Existing clause no 7:**

The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at Rs. 165.60 cr {i.e. 80% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."

**Read as clause no 7:**

The average annual financial turnover of 'The bidder' during the last three years, ending on 'The relevant Date', should be at 80% of the total Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."

**Existing clause no 8:**

The Bidder should submit a 'Credit Limit Certificate' of at least Rs. 227.70 Cr ( i.e. 110% of the Tender estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalised Bank.

**Read as clause no 8:**

The Bidder should submit a 'Credit Limit Certificate' of at least 110% of the Tender total estimated value} (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalised Bank.

**All other contents of the Tender enquiry including terms & conditions remain unaltered.**

**Note:**

- I. **Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.**
- II. **In reference to the extension of bid opening date, participating bidders, who had submitted or are submitting their Bid security/EMD in the form of Bank Guarantee (BG) or FDR are instructed to extend the validity of their BG/FDR accordingly, i.e. required validity of EMD is to be kept in line with the extended bid opening date.**

**Reply to the Pre bid query**

(Clause No & Page No)	Tender Specification	Representations Received from the bidders	Committee Recommendation
Point No. 1 , Pg No 57	<b>General Requirements:</b> The system shall be integrated with physical connections and networking having optical fibre cabling with existing / upcoming CT-Simulator, MRI, PET ( 1 no. each) and all linear accelerators, treatment planning system, dosimetry equipment and hospital PACS	<b>Requested Amendment :</b> Need more clarity and overall layouts. Upto 50-60 M CAT 6 will be functional and more than 60 M, Optical Fibre cabling is done. <b>Reasons for request:</b> This is required to calculate the distance between LINAC Bunker and CT-Simulator, PET CT, MRI or other LINEAR accelerators if any.	No change
Point No. 2 , Pg No 60	<b>Relative Dosimetry Equipment:</b> Radiochromic films : i. Self-developing radiochromic film with sensitivity up to 20 Gy for radiotherapy dosimetry and QA applications shall be provided initial commissioning time and also as and when the department demands for the same. ii. EBT3Gafchromic film size: 14 x 17 inch EBT3 Gafchromic film size: 8 x 10 inch (Note: 250 Nos of Radiochromic films, as specified in the technical para will be considered for price ranking purpose. However, the unit price for both the following EBT3 Gafchromic film sizes should be quoted separately. a. 14 x 17 inch b. 8 x 10 inch ) : 250 sheets each	<b>NA</b> (Committee Recommendation)	<b>Relative Dosimetry Equipment:</b> Radiochromic films : i. Self-developing radiochromic film with sensitivity up to 20 Gy for radiotherapy dosimetry and QA applications shall be provided initial commissioning time and also as and when the department demands for the same. ii. EBT3Gafchromic film size: 14 x 17 inch EBT3 Gafchromic film size: 8 x 10 inch <b>25 Nos each</b>
Point No. 2 , Pg No 60	<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 (i) one set for IMRT and VMAT FFF beams (ii) One set for SRS/SBRT FFF beams having small volume SRS ion-chamber array detector systemor CMOS Solid-state sensors technology advanced comparison and evaluation tools including local and global gamma volume analysis : 2 Nos	<b>Clarification required :</b> we request you to cross check with the end users and confirm whether it is required to quote 1 unit each or, 2 units of each of this specification asked, as per current tender. <b>Clarification required :</b> It Should be clarified on quantities of Patient QA sets as whether HLL is looking for One set of IMRT/VMAT Patient QA andOne set for SRS/SBRT Patient QA that is total 2 phantoms with respective array detectors or 2 each that is	Patient-Specific Verification QA Equipment/System : The system shall consist of two system (a) 3D cylindrical phantom (b) 2D ion chamber or diode array based detector with software system for : (i) one set for IMRT and VMAT FFF beams : <b>1 No</b> (ii) One set for SRS/SBRT FFF beams having small volume SRS ion-chamber array detector systemor CMOS Solid-state sensors technology advanced comparison and evaluation tools including local and

(Clause No & Page No)	Tender Specification	Representations Received from the bidders	Committee Recommendation
		total 4. Generally, One SET Patient QA system for IMRT/VMAT FFF beams consists of One Phantom with One Array Detector. Generally, One set for SRS/SBRT FFF beams having small volume SRS ion-chamber array detector system or CMOS Solid-state sensors technology beams consists of One Phantom with One Array Detector	global gamma volume analysis : <b>1 No</b>
Point No. 1 , Pg No 60	<b>Radiation Safety Equipment:</b> <b>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 µSv/hr–50 mSv/hr, energy dependence less than 20% in the range of 50 keV–1 MeV, calibration certificate shall be provided.	<b>Requested Amendment :</b> Calibration Validity is 1 Year as standard <b>Reasons for request:</b> These items come along with limited time validity and require the calibration of these equipment's. AERB gives an appointment to institution (Hospital) for the re-calibration, hence any re-calibration of Dosimetry equipment has to be undertaken by Hospital only.	No change
Point No. 2 , Pg No 60	<b>Radiation Safety Equipment:</b> <b>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 ±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>Requested Amendment :</b> Calibration Validity is 1 Year as standard <b>Reasons for request:</b> These items come along with limited time validity and require the calibration of these equipment's. AERB gives an appointment to institution (Hospital) for the re-calibration, hence any re-calibration of Dosimetry equipment has to be undertaken by Hospital only.	No change
Point No. F (3) , Pg No 62	<b>SITE - MODIFICATION : The Site - Modification Scope of Work – Advanced High Energy LINAC :</b> The construction of the concrete shell of the Bunker (LINAC ROOM) is in the scope of the respective institute. The Site - Modification work shall include all other site preparation work required the installation and functioning of ADVANCED HIGH ENERGY LINAC at the proposed site.	<b>Requested Amendment :</b> Vendor should undertake the Interior works in the defined area of 220 Sq M. Any construction related activity- BUNKER /Console /TPS Room/UPS Room etc. must be carried out as per the AERB approved drawings <b>Reasons for request:</b> Hospital construction agency who is constructing the Bunker and nearby areas has to construct the facility as per the AERB approved drawings.	No change
Point No. 1 , Pg No 62	<b>Scope of work for Site - Modification work :</b> The bidder should inspect the proposed site and submit all the	<b>Requested Amendment :</b> As construction is to be carried out by Hospital	No change

(Clause No & Page No)	Tender Specification	Representations Received from the bidders	Committee Recommendation
	detailed structural and architectural drawings and BOQ for the proposed ADVANCED HIGH ENERGY LINAC Centers along with technical bid of the tender	Construction agency hence this clause doesn't have any relevance for the Interior works. Please REMOVE the same <b>Reasons for request:</b> Structural construction is Hospital responsibility, they must get the required structural and architectural drawings	
Point No. a(4) , Pg No 63	<b>CIVIL WORK : Flooring</b> The entire complex will be made rodent/pest proof.	<b>Requested Amendment :</b> Clarity required <b>Reasons for request:</b> Understanding is the Area where the Turnkey interiors will be carried out to be made rodent/pest proof with pest control	No change
Point No. 12.1 , Pg No. 70	<b>Laser System:</b> The CT-Simulator laser systems should have at least three moving lasers, computer controlled, for marking the isocenter without moving the table top. Following the isocenter localization in the CT-Simulation workstation, the isocenter coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving table, the laser point to the isocenter. The laser must be GREEN LASER system. Complete quality assurance tools must be provided	<b>Change Requested :</b> The laser must be DUAL DIODE SYSTEM. Complete quality assurance tools must be provided. Phantom for automatic calibration should be provided.	No change
<b>Para no. of the TED</b>	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. 10) All kinds of painting, civil, HVAC, mechanical and electrical work	Warranty for Turnkey works should be applicable only for the HVAC only.	No change
PG -33	<b>Delivery Period</b> Supply, Installation, and commissioning to be completed within 180 days from the date of opening of LC or 120 days from date	Supply, installation, and commissioning to be completed within <b>270 days</b> from the date of opening of LC/AERB Approval for Import whichever is later.LC to be opened only	No change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
	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.	in case of HOSPITAL BUNKER is constructed and required staff as per the AERB guidelines is available.	
PG -44	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	13.5.3 Customs Duty: The Purchaser will pay the Customs duty wherever applicable upon submission of documentary evidence
Page 14 of 117	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 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 months under warranty from the date of Notification of Award.	Please amend as under: 5.1 Within twenty one (21) 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, 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 months under warranty from the date of Notification of Award.	No change
Page 28 of 117	11. Insurance: If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning, and handing over of the goods to the consignee. In case the delay in the installation and commissioning 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.	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 handingover 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.	No change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
<b>Page 31 of 117</b>	<p align="center">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: (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.</p>	<p>Please amend to: (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 24 hours; 21 days Please remove this for 75% claims (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee</p>	<p align="center">No change and there is no clause mentioned at B (ix) in TED</p>
<b>Page 36 of 117</b>	<p align="center">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.</p>	<p>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.</p>	<p align="center">No change</p>
Pg 53	<p>In addition to above amendments please also add Limitation of Liability Clause"</p>	<p align="center">Limitation of Liability Clause Elekta's total liability will be limited to Purchase Order Value</p>	<p align="center">No change</p>
<b>Additional Clause</b>	<p align="center">Required Delivery Schedule: 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.</p>	<p>Looking at the current supply chain scenario &amp; raw material availability impacted due to Covid 19 we humbly request you to kindly amend this to 210 days from the date of opening of LC or date of approval of layout drawing from AERB if any, or date of site handing over by institute along with commitment of permanent power, whichever is later</p>	<p align="center">No change</p>
Page no. 44, Part II	<p>Penalty clause: Penalty at the rate of Rs. 10, 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.</p>	<p>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.</p>	<p align="center">No change</p>
Page no. 73, Point 22.4	<p>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</p>	<p>We humbly request you to please specify the timelines in which repeat will be placed.</p>	<p align="center">The order of tolerance quantity will be released during currency of contract</p>

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
	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		
Page no. 23, Point No. 40.2	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	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
Page no. 34, Point No. 15.4		While the price bid allows us to quote the CMC (from 6th – 10th year) as per the price bid format in INR, we intend to clarify whether it is possible that the 2nd – 5th year warranty can also be quoted in INR, in the Price Format B, of the price bid shared. If yes, whether the same would be acceptable and the warranty per year cost would be given whenever it falls due i.e. at the start of the 2nd year onwards.	Not acceptable. Quote as per tender terms
	<b>Custom duty</b> The purchaser will pay/reimburse the customs duty where applicable upon submission of documentary evidence.	Customs Duty - Since it's a tender for 13 linacs and we do not have any locus standi and wherewithal to pay the customs duty on your behalf, we would want the same to be paid directly by HLL at the time of payment to the customs. Therefore, we suggest that we will not be able to claim re imbusement and hence the customs duty needs to be paid directly by the institute to the concerned authorities. We will not be able to claim the re imbusement of the same.	The purchaser will pay the customs duty where applicable upon submission of documentary evidence.
13.5.3	Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated	Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed as per clause no. 22.1 (ii)f under Section – II( GIT) and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes	No change



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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
	<p>as unresponsive and will not be considered.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract, .....other terms &amp; conditions quoted by the tenderer.</p> <p>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 &amp; conditions mentioned in the contract during the currency of the contract.</p>	<p>NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract, .....other terms &amp; conditions quoted by the tenderer.</p> <p>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 &amp; conditions mentioned in the contract during the price validity period as per clause reference no. 22.1 (ii)f under Section – II( GIT).</p>	
<p>Firm Price: Clause-15 at Pg.15 Currency of contract: Clause-40,Pg.23 &lt;only relevant portion produced here&gt;</p>	<p>Penalty clause: Penalty at the rate of Rs. 10,000 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.</p>	<p align="center">Clarification: TO BE DELETED.</p>	<p align="center">No change</p>
<p>Downtime penalty Pg. 73 of 117. Clause 22.4</p>	<p>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 1 years.</p> <p>The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-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.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar</p>	<p>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 &amp; conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). During last 1 years.</p> <p>The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its identical descriptions equipment/machines/goods etc. and shall always give the most competitive price for its</p>	<p align="center">No change</p>

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	<p>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.</p>	<p>machines/equipment supplied to the Purchaser/Consignee. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services of Identical descriptions 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.</p>	
<p>Price Fall:- PREPARATION OF e-TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED Clause-15.10 Pg.34 of TED Clause-6: Fall clause Pg.115 of TED</p>	<p>A. Payment for domestic goods or goods of foreign origin located within India. Payment shall be made in Indian Rupees as specified in the following manner: a) On Delivery: A) Payment for Domestic Goods Or Foreign Origin Located Within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner: a) On delivery: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any: (i) ..... (ii)..... (iii) ..... (iv) .... (v) Certificate of origin for imported goods (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee. (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice. b) On Acceptance: balance 25% against FAC issued by</p>	<p>A. Payment for domestic goods or goods of foreign origin located within India. a) On Delivery: 100% through confirmed &amp; irrevocable Inland letter of credit, payable as:- Consignee wise LC shall be opened based on site readiness status from respective consignee. Seventy Five percent (75%) payment of the contract price shall be paid against shipment documents and upon the submission of the following documents subject to recovery of LD, if any: i) ..... ii) ..... iii)..... (iv).... (v) Certificate of origin for imported goods. (To amended as Country of origin for imported main equipment shall be provided) (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee Copy of lorry receipt (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.- To be deleted.</p>	<p>No change</p>

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
	consignee.	b) On Acceptance: balance 25% against FAC issued by respective consignee.	
	<p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.</p> <p>b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.</p>	<p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.</p> <p>b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of Supplier/HLL Infra Tech Services Ltd.</p>	No Change
Insurance Clause:11 at Pg.31/32	Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent	Complaints should be responded properly, minimum within 8 working hrs & attended within 24-48 working hours. (response by the vender in any form like, Telephonic/e-mail/SRS etc.) . The service should be provided directly by Tenderer/Indian Agent/Service partners.	No Change
Complaint attending time-(as per tender)	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e., minimum 2 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e. 2 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	No Change
PM visits during Warrant/CAMC. Page-34 & 77.	<p>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</p> <p>We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"</p>	<p>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</p> <p>We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p>	No Change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
		To be deleted:	
MANUFACTURER'S AUTHORITY FORM Pg 87 of 117, TED	42. Issue of Contract 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.	To be deleted.	No Change
Contract agreement submission clause , Clause 42 at Pg.24.	If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)	We request for either of the following: Arbitrator should be appointed by mutual consent of the parties. If parties do not agree, arbitrator should be appointed by court. Alternatively Arbitrator should be from either Ministry of Law & Justice (as was done in tenders of 2017) or from an arbitration institute.	No Change
Clause 30.2 Resolution of disputes Pg 40.		BOQ Clarification Kindly note that the BOQ for this tender is not uploaded on the e-portal, hence we cannot review at present. However, when the BOQ/ Commercial Compliance will be published and if we have any clarifications, then we shall write for the same Request you extend the tender due date for minimum 3 weeks from date of final amendment /Clarification issued.	Uploaded on 18.03.2023
Point No. 10 Pg No. 50	Patient Positioning Laser System : Green, remote controlled, fixed lasers mounted on the treatment room walls having two lateral cross lasers, one ceiling cross laser and one sagittal line lasers shall be provided.	<b>Change Requested :</b> Patient Positioning Laser System : DUAL DIODE, remote controlled, fixed lasers mounted on the treatment room walls having two lateral cross lasers, one ceiling cross laser and one sagittal line lasers shall be provided. <b>Remarks:</b>	No Change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
		Request to change to Dual Diode. Dual diode helps use any of the two colour lasers : Red or Green for wide variety of Indian skins . Also helps as a backup in case one diode fails the system can be switched to the second diode and used efficiently	
Point No 2.1 , Pg No. 68	X-ray Generator : High frequency x-ray generator with an output of 80 KW or more to support continuous and sustained operation. Please give details	<b>Amendment Required :</b> High frequency x-ray generator with an output of 75 KW or more to support continuous and sustained operation. Please give details	X-ray Generator : High frequency x-ray generator with an output of <b>75 KW or more</b> to support continuous and sustained operation. Please give details
Point No 3.4, Pg No. 68	X-ray Tube: The x-ray tube should have anode heat storage capacity of 8 MHU or more	<b>Amendment Required :</b> The x-ray tube should have anode heat storage capacity of 6 MHU or more	X-ray Tube: The x-ray tube should have anode heat storage capacity of <b>6 MHU or more</b>
Point No. 4.3, Pg No. 68	Gantry: Laser alignment lights should define accurately actual scan of plane. <b>It should operate over full range of gantry tilt.</b>	<b>Amendment Required :</b> Laser alignment lights should define accurately actual scan of plane <b>Our Justification :</b> Request you to kindly remove this as Gantry tilt is not required in RT imaging. This may introduce inaccuracies while positioning the patient for the RT scans.	Gantry: Laser alignment lights should define accurately actual scan of plane.
Point No. 6.10 , Pg No. 69	<b>CT scanning parameters :</b>  Retrospective and / or Prospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumour in motion. Specify the details	<b>Amendment Request :</b> Retrospective and Prospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumour in motion. Specify the details.	No Change
Point No 23.11 (ii) , Pg No. 74	<b>Scope of work for site modifications: General requirements: Electrical works</b>  All necessary cabling like LAN, DICOM & PACS for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HRD BRACHY system , CT-SIMULATOR & LINAC should be provided with adequate number of terminals.	<b>Amendment Required :</b> All necessary cabling like LAN & DICOM for data interface between TPS and CT SIMULATOR should be provided with 2 number of terminals.	No Change
Point No 23.11 (iii) , Pg No. 74	<b>Scope of work for site modifications: General requirements: Electrical works</b>	<b>Amendment Required :</b> All the internal wiring including that of telephone, LAN, DICOM will be concealed variety.	No Change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
	All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety. Added Para: Epabx Switch to be provided by the vendor	Added Para: EPABX Switch to be provided by the vendor. Consignee will provide the broadband connection at one point in CT- SIM Centre.	
Point No 23.17 (i) , Pg No. 75	<b>Scope of work for site modifications: General requirements: Miscellaneous</b>  The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.	<b>Amendment Required :</b> The CT SIMULATOR room shall be provided with site fabricated 1 No. wall-mounted storage cupboards of size 1800X750X400mm within CT SIMULATOR room, to store: Phantoms, QA Items, CT SIMULATOR accessories.	No Change
Point No 23.17 (ii) , Pg No. 75	<b>Scope of work for site modifications: General requirements: Miscellaneous</b>  Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within CT SIMULATOR room	<b>Amendment Required :</b> 4nos. number of open racks of high-quality vendors of size 1200X1800X450mm should be provided to house the immobilization materials within CT SIMULATOR room	No Change
Additional Point :	Suggested by Bidder :	Metal Artifact Reduction (MAR)  Smart MAR software helps reduce photon starvation, beam hardening, and streak artifacts caused by high Z materials in the body, such as hip/Knee implants, Brain coiling/clips & spine nail/screws. The clarity of MAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs. MAR offers: • Exceptional image quality - MAR is based on the latest in healthcare smart technology, which uses a novel three-step, sinogram projection based iterative algorithm • Streamlined workflow - MAR requires only one scan, making the process of obtaining a corrected image fast and efficient • Dose conscious - MAR requires only one acquisition along with routine can • Patient's comfort - The efficient, single-scan process helps to reduce patient time inside the scanner Versatility - MAR is designed to enhance clarity across a	No Change

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<b>(Clause No &amp; Page No)</b>	<b>Tender Specification</b>	<b>Representations Received from the bidders</b>	<b>Committee Recommendation</b>
		range of images including scans of hip implants, dental fillings, screws and other metal objects for better lesion delineation, organ contouring & planning for precision radiotherapy in oncology department.	