

Pre-bid queries / clarifications asked by firms and its recommendations / replies (ref: pre-bid meeting dated : 19/04/2018)

NIB ref: HITES/PCD/NCI-AIIMS/15/18-19 dated 13.04.2018

4D CT - Simulator (Rfx no. 3000002807)

Sl. No.	Ref. to the Bidding Document	Specification/clauses in the Bidding Document	Name of Firms	Queries/clarifications asked by Firms	Recommendations/ replies by the Pre-bid Committee
Technical Issues					
1	3.4 Page 87	3.4 The x-ray tube should have anode heat storage capacity of 5 MHU or more.	Wipro GE Healthcare	3.4 The x-ray tube should have anode heat storage capacity of 8 MHU or more.	To be amended as:- The x-ray tube should have anode heat storage capacity of 8 MHU or more.
2	6.4 Page 88	6.4 Extended reconstruction FOV of at least <u>70cm</u> should be possible.	Wipro GE Healthcare	6.4 Extended reconstruction FOV of at least <u>80cm</u> should be possible.	To be amended as:- Extended reconstruction FOV of at least 80cm should be possible. DELETED
3	Page No. 92, Point no. 22.4	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.	Wipro GE Healthcare	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. We humbly request to delete the monetary penalty. We agree to double the downtime as penalty beyond 95%.	To be amended as:- CT manufacturer should quote all hardware and software required for respiratory gating (prospective & retrospective respiratory compensated gating) compatible to the LINAC manufactured by M/s. Elekta and M/s. Varian separately to enable choice of any of such equipment. However, both such
4	6. CT scanning parameters (Page No.88)	6.10. Prospective and Retrospective 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. Required software and hardware to generate/ acquire 4D CT imaging should be provided. Also required compatible	Siemens Healthcare	Request you to amend as "Prospective and Retrospective 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. 4D gating interface and 4D CT acquisition software should be provided by CT manufacturer"	To be amended as:- CT manufacturer should quote all hardware and software required for respiratory gating (prospective & retrospective respiratory compensated gating) compatible to the LINAC manufactured by M/s. Elekta and M/s. Varian separately to enable choice of any of such equipment. However, both such

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5	10. Image Quality (Page No.89)	hardware with commercially available LINAC based image acquisition solutions. 10.4. CT number accuracy must be better than + 4HU for water and +10 HU for air. All necessary phantoms to check the spatial resolution of the scanner should be provided. CATPHAN with appropriate module should be supplied.	Siemens Healthcare	Request you to specify and suggest specification of all necessary phantoms as desired in the specifications to check the spatial resolution. Justification:- There are wide variety of Phantoms with various modules and different level of costing.	prices shall be taken into consideration for ranking of bids. To be amended as:- CT number accuracy must be better than + 4HU for water and +10 HU for air. All necessary phantoms to check the spatial resolution of the scanner should be provided. CATPHAN 500 with appropriate module should be supplied.
6	13.7 Page 90	13.7. A client server based advanced visualization solution with storage upto 2.5TB and to support 3 clients for CT Simulation.	Wipro GE Healthcare	Please clarify. Is it both or either?	Clarified as:- A client-server based advanced visualization solution with minimum 20,000 concurrent slices capacity and minimum 2.5 TB storage capacity provided on the server. Two nos. of CT simulation workstations must be provided in addition to the CT workstation. Total 3 Workstations
7	18. Data Import/Export and Connectivity (Page No.91)	18.3. CT simulator system should be fully integrated with the LINAC TPS & Brachytherapy TPS of the institute. The vendor should inspect the facilities and will be responsible for complete integration.	Siemens Healthcare	Request you to delete this point. Justification:- Request you to specify the location and type of TPS of LINAC and Brachytherapy.	No change considered. Clarified as:- The vendor for CT simulator should work in concurrence with other respective vendors of different radiotherapy equipment (namely, LINAC and Brachytherapy) to ensure seamless installation & commissioning at site.
8	18. Data Import/Export	18.5. The entire CT-Simulation system must be interconnected (all the	Siemens Healthcare	Request you to amend as " The entire CT-Simulation system must be interconnected (all	No change considered








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9	19. Archiving and Documentation (Page No.91)	workstations, laser systems, printers, etc.) must be integrated to treatment machines available in the department for smooth transferring of images and DICOM-RT structures. 19.1. A Colour dye sublimation printer to be supplied along with system. DICOM print should be possible.	Siemens Healthcare	the workstations, laser systems, printers, etc.) Request you to delete as printer has already been asked as "Laser colour printer A4 size, latest model should be provided.: 1 no" on page no.83 of tender document	To be amended as:- DELETED
10	Documentation (Page No.91)	19.6 Suitable Online UPS with 30 minutes backup to be supplied. The Workstations, Server, Printers should be powered using the UPS.	Siemens Healthcare	Request you to amend as "120 KVA UPS with 30 minutes backup to be supplied. The Workstations, Server, Printers should be powered using the UPS	To be amended as:- 120 KVA UPS with 30 minutes backup to be supplied. The Workstations, Server, Printers should be powered using the UPS
11	19. Archiving and Documentation (Page No.91)	19.7. List of important spare parts and accessories with their part number and costing.	Siemens Healthcare	Kindly delete this point as spare parts and accessories part number keep on changing.	To be amended as:- DELETED
12		21.1 Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have AERB type approval and NOC.			To be amended as:- Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have AERB type approval or NOC.
13	20. Equipment Warranty and Service Facilities (Page No.92)	20.6. Factory trained service engineer/Applications specialists should be available in Delhi to look after the installation and maintenance of the system without patient treatment interruption.	Siemens Healthcare	Request you to amend as "Factory trained service engineer/Applications specialists should be available to look after the installation and maintenance of the system without patient treatment interruption." Justification:- As per Consignee list, sites are across country and will be supported by our trained application & service engineer	To be amended as:- Factory trained service engineer/Applications specialists should be available in Delhi NCR to look after the installation and maintenance of the system without patient treatment interruption.

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14	21. Standards, Safety and Training (Page No.92)	21.3. The vendor should provide comprehensive training on CT-Simulator in a well advanced center where the system is in clinical use, for two persons (one for Radiation Oncologist, one for Medical Physicist).	Siemens Healthcare	Request you to amend as "The vendor should provide comprehensive training on CT-Simulator in a well advanced center in the country where the system is in clinical use, for two persons (one for Radiation Oncologist, one for Medical Physicist).	To be amended as:- The vendor must provide at least 2 weeks onsite training and demonstration for all concerned members
15	22.1 Page 92	Any optional items to be quoted separately with separate prices in price bid.		As per discussion during prebid meeting	To be amended as:- DELETED
16	22. General Terms & Condition (Page No.92)	22.4. 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.	Siemens Healthcare	Request you to amend as "There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend the CMC period by the downtime period. Justification:- Same has been amended by HLL for NCI Jhajjar tender Amendment No.2 dated 27-10-2017.	To be amended as:- DELETED
17	Sl. no. 23.3 (pg. 92)	Vendor will have to quote Unit Rates of the following components of Site Modification work.		As per discussion during prebid meeting	To be amended as:- DELETED
18	Sl. no. 23.3.i (pg. 92)	Electrical work		As per discussion during prebid meeting	To be amended as:- DELETED
19	Sl. no. 23.3.ii (pg. 92)	Air conditioning (HVAC)		As per discussion during prebid meeting	To be amended as:- DELETED
20	Sl. no. 23.3.iii (pg. 92)	Flooring		As per discussion during prebid meeting	To be amended as:- DELETED
21	Sl. no. 23.3.iv (pg. 92)	Wall Finishing & Painting		As per discussion during prebid meeting	To be amended as:- DELETED
22	Sl. no. 23.3.v (pg. 92)	False Ceiling		As per discussion during prebid meeting	To be amended as:- DELETED
23	Sl. no. 23.4 (pg. 92)	The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual		As per discussion during prebid meeting	To be amended as:- DELETED

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24	Sl. no. 23.5 (pg. 93)	measurement of Site Modification work executed at the supplier at the site. Bidder should clearly mention break up price of each component of Site Modification work separately.		As per discussion during prebid meeting	To be amended as:- DELETED
25	Sl. no. 23.7 (pg. 93)	Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 10 TR HVAC is included for L1 calculation of the bids.		As per discussion during prebid meeting	To be amended as:- DELETED
26	Sl. no. 23.10 (pg. 93)	The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.		As per discussion during prebid meeting	To be amended as:- DELETED
27	Sl. no. 23.14.v (pg. 94)	Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying levelling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.		As per discussion during prebid meeting	To be amended as:- DELETED
28	General requirement (Page no 93) Air conditioning works (Page no 93)	23.7. Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 10 TR HVAC is included for L1 calculation of the bids. 23.12 AIR CONDITIONING WORKS: 16 TR HVAC: 10 TR + 6 TR backup	Siemens Healthcare	Request you to clarify the total tonnage of air conditioning system. Page no.93 of tender document states that for L1 calculation 10 TR HVAC will be considered. However as per Page no.93 point no.23.12 Air conditioning works: 16 TR HVAC: 10 TR + 6 TR backup.	To be amended as:- 23.7 Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 16 TR HVAC (10 TR + 6TR backup) will be included for L1 calculation of the bids.
29	Furniture (Page No.95)	23.18.ii. Workstation/Tables for Console room & TPS room: The Console room and TPS room should be provided with suitable workstations of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The	Siemens Healthcare	Request you to specify the TPS room and finishes required for the same.	No change considered

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30	Furniture (Page No.95)	Workstations shall be provided with enough power sockets. LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS. 23. 18(iii) Bookshelves: Four-door bookcase with glass doors, height approx 1700mm; to store manuals; CD/DVDs, spares etc-4 Nos	Siemens Healthcare	Request you to please specify the size of Book shelf.	No change considered
31	MISCELLANEO US (Page no 94 and page no.95)	23. 17. i)The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories. ii) Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within CT SIMULATOR room	Siemens Healthcare	Request you to please specify the sizes and quantities of wall mount storage cupboards. Request you to please specify the sizes and quantities of open racks.	No change considered
Commercial issues					
32	Page no. 16, Point No. 20.1	20. Tender Validity 20. 1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.	Wipro GE Healthcare	We humbly request to kindly mention the NOA validity also. You would agree that in case of site not ready/ pre-requisites not available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to hold the same quoted prices. Hence request to kindly have the NOA validity also.	The referred clause is for Tender Validity only. However, all Contractual obligations have been mentioned in the Bidding Document
33	Page no. 22, Point No. 39.2	If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the	Wipro GE Healthcare	We humbly request to specify the timeline during which the repeat order can be placed. Currently this is open-ended and you would agree that in case of site not ready/pre requisites not	The sentence in the bidding document is self-explanatory









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34	Page no. 33, Point No. 15.1	The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/ Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.	Wipro GE Healthcare	available the project execution for few sites extends by significantly longer duration. In such a scenario it not possible for the contract awarded firm to accept the repeat order on the same quoted prices. Hence request to kindly specify the timeline during which the repeat order can be placed.	Required Software Updates: It is mentioned separately at various places like Technical Specifications (pg. 92 at 20.5, pg. 97 at B:1-d & 4-f) and Price Format (pg. 104 at Note 7).
35	Page no. 33, Point No. 15.4	Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-	Wipro GE Healthcare	We agree to give the warranty against defects of manufacture, workmanship and any replacement/repairs of parts or equipment and other items as per tender requirement, if required, will be done free of charge except for accessories, consumables, rubber goods, glass items and other perishable items.	No change considered
36	Page no. 34,	Upon receipt of such notice, the supplier	Wipro GE	Upon receipt of notice, within 8 hrs we shall	No change considered



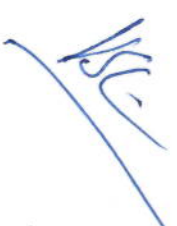












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	Point No. 15.6	shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced 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 conditions laid down in the Bidding Document.	Healthcare	Initiate the action to repair/replace the defective part. Completion of repair will depend on nature of repair required. You would agree, that considering the Custom holidays & Govt. holidays it's not practical to have 24(hrs) X 7 (days) X 365 (days) as Service Criteria. Hence, we request you to kindly amend it as "Working days of the respective institute".	
37	Page no. 34, Point No. 15.7	In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be up to the completion of the original warranty period of the main equipment.	Wipro GE Healthcare	Please clarify this point whether the warranty extension would be upto the original equipment warranty or will be extended by the original warranty duration	The clause in the bidding document is self-explanatory and very clear.
38	Page no. 34, Point No. 15.8	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.	Wipro GE Healthcare	We can't accept this point "the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser.	No change considered
39	Page no. 35,	TERMS AND MODE OF PAYMENT	Wipro GE	Please specify the timeline within which HLL	Generally payments against proper

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40	Page no. 39, Point No. 23.1	Purchaser 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 may consider termination of the contract as per GCC 24.	Wipro GE Healthcare	Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 5% of the contract price.	No change considered submission of bills do not take more than 7 working days subject to availability of fund.
41	PREPARATION OF e-TENDERS Point no 11.1 (A)- XV Page No 11	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).	Siemens Healthcare	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). Justification:- Price Fall Clause Not limited to a time period and (c) Not limited to identical description of supplies/services.	No change considered. It was clarified during pre-bid that such comparisons are always considered on equitable basis.
42	GCC: Insurance: Point no 11.1-ii Page no-32	In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period	Siemens Healthcare	In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier/ Indian Subsidiary/ local company/ agency from the port of entry to the consignee site for a	No change considered

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43	GCC Clause: Spare Parts 12.1.b.ii (Page No - 32)	Immediately following such discontinuation, providing the Purchaser/ Consignee free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser /Consignee	Siemens Healthcare	<p>period including 3 months beyond beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis. Justification:- Foreign vendor will cover the insurance upto airport and the local subsidiary/agency will cover the local insurance from port to site + 3 months for installation.</p> <p>We request to replace this clause with requirement for the supplier to provide an undertaking to provide spare parts for specific period of time (e.g. 10 years).Justification:- Designs, drawings or layouts etc. of spare parts are the "Intellectual Property Rights" of the Siemens Healthcare GmbH are not under sale along with the concerned equipments under the equipment supply contract. We confirm the availability of spare parts for a period of 10 years from the date of installation and provision of comprehensive warranty and services during the said period. Therefore, this would obviate the need for submission of any designs, drawings, or layouts etc. of the spare parts as required under clause 12.1(b) of GCC. We bring to your kind attention that HLL has agreed to such amendment. Please find enclosed a copy of the amendment for your kind reference.</p>	No change considered
44	GCC -Clause No -33Fall Clause (Page No -41)	Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted	Siemens Healthcare	Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical	No change considered

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		goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.		specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization in India during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly. This undertaking shall be valid until installation of the equipment but not later than 12 months from delivery of the equipment. Justification-Price Fall Clause Not limited to a time period and (c) Not limited India.	

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