

Sch. 03 HDR Brachytherapy System (Rfx no. 3000002482)

Tender Specification					
S.No.	DESCRIPTION NO.	SPECIFICATION	BIDDER	REPRESENTATIONS RECEIVED FROM THE BIDDER	TSEC RECOMMENDATION
1	5 5.8 (i) Page 64	Breast and Prostate templates – 2 sets each Biliary Applicators – 2 Each	Elekta Medical Systems India Pvt. Ltd.	Request you to kindly delete Reason: The above applicator is not manufactured by elekta. This 3rd party applicator is not compatible with our HDR, as they are not tested and validated.	Breast and Prostate templates – Deleted Biliary Applicators - Deleted
2	5 5.13 Page 64	Provide the catalogues of the all the applicators. All the guide-tubes must be functional for 5 years.	Elekta Medical Systems India Pvt. Ltd.	Request you to kindly delete this clause Reason: Our transfer tubes and applicators are covered under manufacturing defects only. The life of the transfer tubes depends on how it is used, transfer tubes should be replaced every 3 years, which is purchageble option as per safety protocols	no change
3	5 5.14 Page 64	Vendor should provide one extra treatment control console system which will be compatible with offered HDR treatment machine for the purpose of performing intra-operative HDR brachytherapy treatment.	Elekta Medical Systems India Pvt. Ltd.	Request you to kindly delete this clause Reason: Because two control systems cannot be connected to our Flexitron system.	<b>NO CHANGE</b> clarified during pre-bid Only One console will be connected to the system at a time.

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<b>Technical Terms</b>					
1	1 1.1 Page 70	<b>CT Scanner system</b> The system should be of latest slip-ring technology allowing acquisition of 16 slices per rotation with true isotropic volume acquisition and sub millimeter resolution of an at least 0.4mm.	WIPRO GE HEALTHCARE	<add> Year of introduction should be ASTRO 2014 or later	No change considered
2	2 2.1 Page 70	<b>X-ray Generator</b> High frequency x-ray generator with an output of at least 50 KW or more to support continuous and sustained operation. Please give details.	Siemens Healthcare Private Limited	Request you to amend as " High frequency x-ray generator with an output of at least 80 KW or more to support continuous and sustained operation. Please give details. " <b>Justification:</b> High capacity generators are required for uncompromised imaging in any scenario, challenging or routine and offers excellent stability during trying workloads. The generator output should be atleast 80KW or more, which is evident looking at the comparison of big bore systems offerings from all the vendors.	No change considered
			WIPRO GE HEALTHCARE	High frequency x-ray generator with an output of at least 80 KW or more to support continuous and sustained operation. Please give details.	No change considered
3	3 3.1 Page 70	<b>X-ray Tube</b> Tube current: 30-400mA or more. The mA rating at peak generator power must be mention.	WIPRO GE HEALTHCARE	Tube current: 30-600mA or more. The mA rating at peak generator power must be mention	No change considered
4	3 3.4 Page 70	<b>X-ray Tube</b> The x-ray tube should have anode heat storage capacity of 5 MHU or more.	WIPRO GE HEALTHCARE	The x-ray tube should have anode heat storage capacity of 8 MHU or more.	No change considered
5	3 3.5 Page 70	<b>X-ray Tube</b> The anode peak heat dissipation rate should be 700 KHU/min or more angular dose modulation.	WIPRO GE HEALTHCARE	The anode peak heat dissipation rate should be 2000 KHU/min or more angular dose modulation.	No change considered
6	6 6.4 Page 71	<b>CT scanning Parameters</b> Extended reconstruction FOV of at least 70cm should be possible.	WIPRO GE HEALTHCARE	Extended reconstruction FOV of at least 80cm should be possible.	No change considered
7	11 11.8 Page 72	<b>CT Control Console</b> A client server based advanced visualization solution with storage upto 2.5TB and to support 3 clients for CT Simulation.	Siemens Healthcare Private Limited	A client server based advanced visualization solution with storage of 2.5TB or 3 numbers independent workstation with fully loaded media for data storage should be provided.	No change considered
			WIPRO GE HEALTHCARE	Request you to amend as "A client server based advanced visualization solution with storage upto 2.5TB and 20,000 concurrent slices and to support 3 clients for CT Simulation."	No change considered
8		Please quote the rates of consumables recommended as well as other necessary consumables valid for 5 years block	WIPRO GE HEALTHCARE	please clarify "consumables", Is it consumables for patient scan or system maintenance? Penalty clause: Service extension by 2 days for each day of downtime for short falling of 95% uptime guarantee.	No change considered
<b>General Terms &amp; Condition</b>					

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9	22 22.4 Page 76	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 Private Limited	Request you to amend as "During the warranty period and the period of CMC, the desired uptime of 95% of 365 days (24 hrs. basis) will have to be ensured. In case the down time exceeds the 5% limit in a year, extension of the warranty period by double the excess down time period will be carried out."	No change considered
10	THE ELECTRICAL WORKS: 4 Page 77	THE ELECTRICAL WORKS: Earthing: Double-Earthing shall be provided with copper plate for the CT SIMULATOR and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.	Siemens Healthcare Private Limited	Request you to amend as "4 No of Earthing shall be provided with copper plate for the CT SIMULATOR and all accessories like UPS."	No change considered
11	WALL FINISHING & PAINTING 2 Page 78	WALL FINISHING & PAINTING Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute.	Siemens Healthcare Private Limited	Request you to amend as " Wall Tiles-High quality density Vitrified ( size: 600 x 600 mm) Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute."	No change considered
12	MISCELLANEOUS: 1 Page 78, 79	MISCELLANEOUS: The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.	Siemens Healthcare Private Limited	Request you to amend as " The CT SIMULATOR room shall be provided with 2 nos of wall-mounted storage cupboards (approx 1800mm length; 750 mm height; 300 mm depth) each, within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories:."	No change considered
13	MISCELLANEOUS: 2 Page 79	MISCELLANEOUS: Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within CT SIMULATOR room	Siemens Healthcare Private Limited	Request you to amend as "2 number of Open Racks of high Quality (approx 1100mm length; 700 mm height; 2000 mm depth) each to be provided to house the immobilization materials; within CT SIMULATOR room"	No change considered
14	FURNITURE: 2 Page 79	FURNITURE: 2. "Workstation/Tables for Console room & TPS room: The Console room and TPS room should be provided with suitable workstation(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS."	Siemens Healthcare Private Limited	Request you to amend as "1 No Workstation/Tables for Console room & TPS room to be provided The Console room and TPS room should be provided with 2 numbers of Workstation tables of Godrej or eq brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS."	No change considered
15		Added Para	Siemens Healthcare Private Limited	Location for installation of UPS along with batteries to be added in layout plan	No change considered

*(Handwritten signatures and initials in blue ink)*

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<b>Commercial Terms</b>					
16	Point no 11.1 (A)-XVIII 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 Private Limited	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).	Such comparisons are always done on equitable basis and therefore no change considered
17	GCC: Insurance: Point no 11.1-ii Page No 31	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 including 3 months 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	Siemens Healthcare Private Limited	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 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.	No change considered
18	GCC Clause: Spare Parts 12.1.b.ii Page No- 31	Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User	Siemens Healthcare Private Limited	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)	No change considered
19	GCC: Warranty: Clause 15.12 Page No -33	The Supplier along with its Manufacturer, 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.	Siemens Healthcare Private Limited	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 in India of its equipments/ machines/ goods etc. and shall always give the most competitive price for its machines/ equipments of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions) supplied to the Purchaser/Consignee. This undertaking shall be valid until installation of the equipment or 12 months from delivery of the equipment, whichever is earlier.	No change considered


  
  


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20	GCC –Clause No -33 Fall Clause Page No -40	Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or even offers to sell the contracted 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	Siemens Healthcare Private Limited	Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or even offers to sell the contracted 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 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.	No change considered
	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.	All Contractual obligations have been mentioned in the Bidding Document
	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 quantity of goods and services mentioned in the contract (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.	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 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.	The sentence in the bidding document is self-explanatory
	Page no. 32, Point No. 15	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	Only software Updates as part of our FMI program will be provided free of charge during warranty period. Any Upgrade will be made available to the purchaser at prices to be agreed separately. But software Update will be given free of charge as long as its compatible to the supplied hardware, during the warranty period	There is no relevance in the request wrt the referred clause.
	Page no. 32, 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

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	Page no. 33, Point No. 15.6	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 conditions laid down in the Bidding Document.	WIPRO GE HEALTHCARE	Upon receipt of notice, within 8 hrs we shall 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".	No change considered
	Page no. 33, 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 sentence in the bidding document is self-explanatory and very clear.
	Page no. 33, 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
	Page no. 34, Point No. 21	TERMS AND MODE OF PAYMENT	WIPRO GE HEALTHCARE	Please specify the timeline within which ILL would release the payment post receipt of complete payment related required documents	Generally payments against proper submission of bills do not take more than 7 working days subject to availability of fund.
	Page no. 38, 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. <b>Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.</b>	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


  
 DR. PRAJ KUMAR