Amendment no XII Dated 12.04.2018

HSCC/PUR/CNCI/Kolkata/Medical Equipment/02 dt. 02.11.2017

Procurement of Medical Equipment CNCI 2nd Campus

All bidders are requested to note the following:

Item	NAME OF THE EQUIPMENT	Last date & time	Last closing/submission	Date of opening of	Earlier date	Amendment
No		sale/downloading of	date & time for receipt	Techno - Commercial	of opening	Status for
		Tender document	of tender	bids.		opening date
2	Wide Bore 4D CT - Simulator					Date Extended, Technical
		26.04.2018, up to 13.00 hrs		26.04.2018, 14.30 hrs	16.04.2018	Specification
4	PET – CT (Positron Emission Tomography CT Scan)	IST	IST	IST		updating with PET CT and CT Simulator Room layout Drawing attached.

Item No.2, 4D CT - Simulator				
Tender Specifications Item No.2, 4D CT - Simulator	May Please read as			
2.1 High frequency x-ray generator with an output of at least 80 KW or more to support continuous and sustained operation. Please give details.	Point No. 2.1: No Change.			
3.1 Tube current: 30-600 mA or more. The mA rating at peak generator power must be mention.	Point No. 2.1: No Change.			
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 tumor in motion. Specify the details. Required software and hardware to generate/acquire 4D CT imaging should be provided. Also required compatible hardware with commercially available LINAC based image acquisition solutions	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 tumor in motion. Specify the details. Required software and hardware to generate/acquire 4D CT imaging should be provided. All the necessary interfaces to connect the CT with 4D gating devices of commercially available vendors should be provided. Optional word deleted wherever mentioned in the Technical Specification			
13.7 Three CT simulation workstation must be provided in addition to the CT workstation.	Point No.13.7 Three CT simulation workstation from same manufacturer with all licenses of software must be provided in addition to the CT workstation.			

23.1 Any optional items to be quoted separately with separate prices in price	Point No. 23.1: Deleted
bid.	
Point No. 23.4 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 me with.	Ŭ

- 1. Delivery Schedule under SECTION –VI may please read as under: Required Delivery & installation Schedule:
- a) For Imported goods directly from foreign through LC:
 - (i) <u>Delivery period</u> for PET -CT, CT -Simulator, Digital Fluro Radiography, Digital Mobile X- Ray, USG (High end and Mid end), Digital Mammography, CT (256 Slice), MRI (3.0T): Within 90 days from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. <u>Installation & commissioning period</u> within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site or instruction for installation, whichever is later.
 - (ii) <u>Delivery period</u> for High Dose-Rate Brachytherapy: Within 120 days from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. <u>Installation & commissioning period</u> within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site or instruction for installation, whichever is later.
 - (iii) Delivery period for other Equipment: Within 60 days from date of opening of the final Letter of Credit. The date of delivery will be the date of Bill of Lading / Airway Bill. Installation and commissioning period within 60 days from receipt of the stores/ goods delivery at site or 60 days from handing over the site or instruction for installation, whichever is later.
- b) For Indigenous goods or for imported goods if supplied from India:
 - (i) <u>Delivery period</u> for PET -CT, CT -Simulator, Digital Fluro Radiography, Digital Mobile X- Ray, USG (High end and Mid end), Digital Mammography, CT (256 Slice), MRI (3.0T): Within 90 days from date of Notification of Award to delivery at consignee site, the date of delivery will be the date of delivery at consignee site. <u>Installation & commissioning period</u> within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site or instruction for installation, whichever is later.
 - (ii) <u>Delivery period</u> for High Dose-Rate Brachytherapy: Within 120 days from date of Notification of Award to delivery at consignee site, the date of delivery will be the date of delivery at consignee site. <u>Installation & commissioning period</u> within 90 days from receipt of the stores/ goods delivery at site or 90 days from handing over the site or instruction for installation, whichever is later.
 - (iii) <u>Delivery period</u> for other Equipment: Within 60 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. <u>Installation and commissioning period</u> within 60 days from receipt of the stores/ goods delivery at site or 60 days from handing over the site or instruction for installation, whichever is later.

2. Terms and Mode of Payment under GCC 21 may please read as:

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

a) Payment for Imported Goods through Letter of Credit:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

i) On Shipment:

80 % 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) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Airway bill /Bill of Lading
- (iii) Packing list identifying contents of each package showing contract number duly signed & stamped by thirty party inspection agency i.e SGS, Lloyd, Bureau Veritas, TUV
- (iv) Insurance Certificate as per tender terms
- (v) Manufacturer's/Supplier's warranty certificate.
- (vi) Manufacturer's own factory inspection report.
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Equipment Inspection report by third party inspection agency viz SGS, Lloyd, BureauVeritas, TUV inspection prior to despatch.
- (ix) Despatch note issued by HSCC.

ii) On Acceptance:

Balance payment of 20 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees/HSCC to the supplier. The supplier shall submit the original final acceptance certificate to the Purchaser (HSCC India Ltd) who shall issue no objection certificate to the banker for payment through irrevocable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

b) 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:

i) On delivery:

80 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- 1. Copy of Purchase order
- 2. Consignee receipt in original issued by CNCI -Kolkata/HSCC.
- 3. Invoice in favour of consignee through HSCC
- 4. Packing list showing NOA duly vetted by third party inspection agency i.eSGS, Lloyd, Bureau Veritas, TUV
- 5. Insurance certificate as per tender terms
- 6. Despatch note issued by HSCC
- 7. Manufacture's / supplier's warranty certificate
- 8. Equipment Inspection report by third party inspection agency viz SGS, Lloyd, Bureau Veritas, TUV prior to despatch.

ii) On Acceptance:

Balance 20 % payment would be made on submission of following document:

- 1. Copy of Purchase order, copy of performance security valid upto tender terms.
- 2. Copy of consignee receipt
- 3. Final Acceptance Certificate (Installation & commissioning certificate) in original issued by CNCI –Kolkata/HSCC on completion of installation & commissioning
- 4. Insurance certificate as per tender terms.
- 5. Invoice in favour of consignee through HSCC
- e) Payment of Turnkey, if any:

Turnkey payment will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees made as indicated in the relevant Price Scheduleand shall not be subject to further escalation / exchange variation. Turnkey payment will be made on prorata basis against work done certified by site In charge.

3. SSC Clause 4 may please read as:

A. For goods imported from abroad: The stores (Import origin goods) should be dispatched only after ensuring inspection carried out by third party Inspection agencies viz. LLOYDS/SGS /Bureau Veritas/ TUVand proof of such documents submitted to HSCC for the goods inspected. Inspection. HSCC on receipt of such documents will issue Dispatch note.

To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in original hard copy to HSCC office and soft copy by email:

- 1. Packing list showing NOA duly vetted by third party inspection agency i.e. viz SGS, Lloyd, Bureau Veritas, TUV.
- 2. Manufacture's internal test report.
- 3. Quality Certificate by manufacture
- 4. Certificate of origin by the chamber of commerce of the concerned country
- 5. Warranty certificate by manufacture/supplier

- 6. Inspection report by Third party inspection agency viz SGS, Lloyd, Bureau Veritas, TUV, with photo of equipment, all pages of this report duly signed & stamped by inspector of said agency prior to dispatch.
- 7. Copy of Insurance as per tender document.
- 8. Invoice duly signed & stamped showing name of item, letter of credit no. & purchase order no.

No goods (both Indian & Import origin goods) shall be despatched before issue of despatch note issued by HSCC, failing which responsibility (i.e. demurrage charges etc. by the custom department) shall be rest on manufacture/supplier/ its authorised agency in India.

All above documents showing contract number, goods description & LC. The Invoice should in favour of Director, Chittarranjan National Cancer Institute, Kolkatathrough HSCC. After scrutiny, if the documents found in order, Despatch note will be issued to the supplier.

B. For Domestic Goods, including goods already imported by the supplier under its own arrangement

To enable HSCC to issue Despatch note, supplier/manufacture is to furnish the following documents in original hard copy to HSCC office and soft copy by email:

- 1. Packing list showing NOA duly vetted by third party inspection agencyi.e. viz SGS, Lloyd, Bureau Veritas, TUV.
- 2. Manufacture's internal test report.
- 3. Quality Certificate by manufacture
- 4. Warranty certificate by manufacture/supplier
- 5. Equipment Inspection report by Third Party Inspection Agency vizSGS, Lloyd, Bureau Veritas, TUV with photo of equipment, all pages of this report duly signed & stamped by inspector of said agency prior to dispatch.
- 6. Copy of Insurance as per tender document
- 7. Invoice duly signed & stamped showing name of item & purchase order no.

Note: Supplier shall submit all above documents in original hard copy to HSCC office, failing which HSCC unable to issue the despatch note.

No goods (both Indian & Import origin goods) shall be despatched before issue of despatch note issued by HSCC, failing which responsibility shall be rest on manufacture/supplier/ its authorised agency in India.

All above documents showing contract number, goods description. The Invoice should in favour of Director, Chittarranjan National Cancer Institute, Kolkatathrough HSCC through HSCC. After scrutiny, if the documents found in order, Despatch note will be issued to the supplier.

4. Added SCC clause 13.

Any Statuary variation i.e. custom duty/IGST/ GST etc. will be allowed to the supplier on submission of documentary proof of statuary variation. Bid will be rejected, if Custom duty/GST/ IGST as applicable mentioned by the bidder anywhere in their bid.

- 5. Added SCC Clause 14. tender Clause for Opening of Letter of Credit:-
 - (i) Within 7 days PROFORMA INOVICE in hard copy shall be submitted by supplier i.e. manufacturer and their Indian authorised agency.

- (ii) PROFORMA INOVICE should be in favour of Chittarranjan National Cancer Institute, (CNCI -Campus -II) Kolkata through HSCC
- (iii) Original copy of PROFORMA INOVICE shall be on manufacturer company letter head & signed with stamped by their authorised person.
- (iv) On PROFORMA INOVICE, Purchase order number with date / amendment if any, name of item, model number, Address of manufacturer, quantity, price, banker complete address with swift code, port of shipment, beneficiary complete address & "accepted all tender terms & condition" should be mentioned.
- (v) No conditional terms shall be mentioned on PROFORMA INOVICE
- (vi) In case PROFORMA INOVICE not submitted as per above instruction/ conditional terms mentioned on the same such delay period will rest on supplier.
- (vii) Based on PROFORMA INOVICE, the draft of the LC will be issued to supplier to examine all LC terms. Modification/correction on draft LC, if any, shall be mentioned on PROFORMA INOVICE only by the manufacturer.
- (viii) Within 7 days supplier shall submit acceptance of draft of LCby signingwith stamped by manufacturer.
- (ix) In case any amendment required in the final LC due to HSCC/Banker error, than date of LC amendment issued by banker will consider as the date of LC opening.
- 6. Added SCC Clause 15 tender Clause for goods supply through Letter of Credit:-

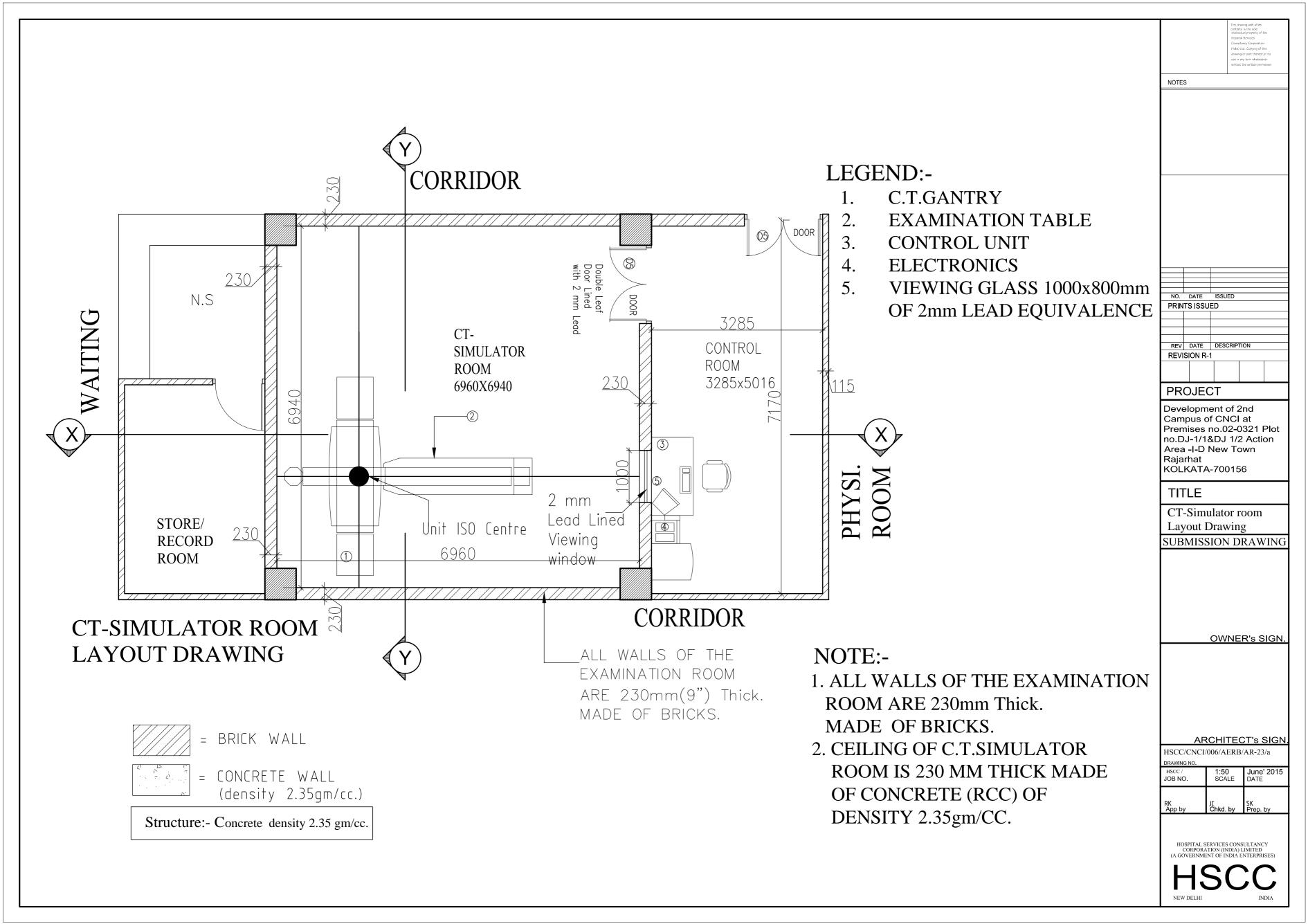
Supplier i.e. manufacturer and their Indian authorised agency shall submit the following documentin advance <u>minimum five working days</u> <u>from the date of arrival of goods at India airport in order to avoid demurrage charged by custom department:</u>

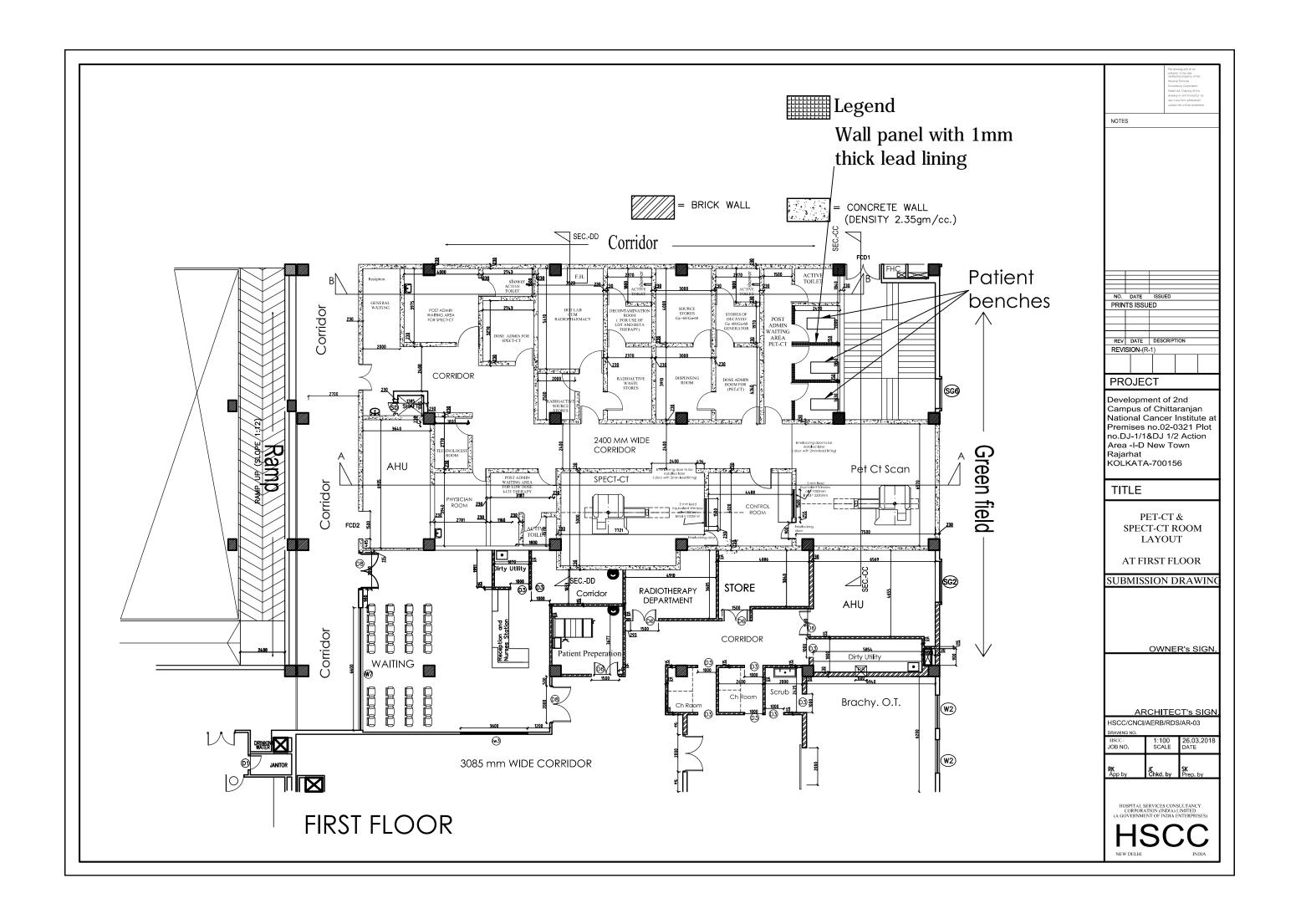
- 1. Airway Bill showing name of item as mentioned purchase order, letter of credit number (LC) details, purchase order number details, HAWB number, MAHW number.
- 2. Invoice duly signed & stamped showing name of item, letter of credit number details & purchase order number details.
- 3. Complete address with mobile number of Custom Clearing Agency.
- 4. Complete address with mobile number of Carrier Company with Cargo Arrival Notice.
- 5. Draft for GATT declaration duly filled with consignment information.
- Note: 1. Bank Release Order (BRO) will be issue after submission of Original hard copy of Cargo arrival notice & Airway Bill.
 - 2. Supplier i.e. manufacturer and their Indian authorised agency shall also ensure that goods safely arrived at consignee without any demurrage charges by custom and plan the shipment accordingly, failing which entire responsibility shall be rest on Supplier i.e. manufacturer and their Indian authorised agency. No request shall be entertained by this office during holiday.

7. Added SCC Clause 16:

- 1. Liquidated damages will be adjusted from final payment due to delay on supply, Installation &commissioning.
- 2. Bid will be rejected, if CMC not quoted by the bidder/ CMC quoted in foreign Currency/ CMC mentioned ZERO value.
- 3. Bid will be rejected, if name of the currency not mentioned by the bidder in price schedule B) Price schedule for Goods to be imported from abroad under Section –XI

Bid will be rejected, if conditional terms mentioned by the bidder in their price bid.





All other terms and conditions of the tender enquiry document shall remain unchanged.

Prospective bidders are advised to regularly visit HSCC website/ CPP as corrigendum /amendments etc. if any, will be notified on this portal only, no separate advertisement will published in the news papers.

Chief General Manager, HSCC (I) Ltd For & on behalf of Director CNCI, Kolkata