

Amendment No: 1

to

Tender ref. no. HLL/ID/16/15/KKD-TCC-02-Linac/Retender Dated 27.10.2016

for

Linear Accelerator

at

Government Medical College, Kozhikode.

The following amendments are incorporated in the referred tender enquiry document:

In NIT:

For:

SI No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	28.10.2016 to 25.11.2016 (during office hours)
vi.	Closing date & time for receipt of Tender	28.11.2016 at 15:00 hrs
vii.	Time and date of opening of Techno – Commercial tenders	28.11.2016 at 15:30 hrs

Read as:

SI No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	28.10.2016 to 19.12.2016 (during office hours)
vi.	Closing date & time for receipt of Tender	20.12.2016 at 15:00 hrs
vii.	Time and date of opening of Techno – Commercial tenders	20.12.2016 at 15:30 hrs

IN GCC:

Read as:

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Read as:

8.8 deleted

For:

21. Terms and Mode of Payment

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 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:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.

b) On Acceptance:

Balance 25 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if

any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

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

For contracts placed on DDP (consignee site) basis

(a) On delivery:

Seventy five (75) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country,
- (viii) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.

b) On Acceptance:

Balance payment of 25% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

c) For contracts on DDP basis

i) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable shall be paid in Indian rupee by submission of payment receipt, original Bill of entry copies (duplicate & triplicate) with consignee Receipt copy (CRC) and after release of initial payment based on CRC.

ii) Payment of customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of 100% payment to the foreign principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

Read As:

21. Terms and Mode of Payment

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 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:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.

b) On Acceptance:

(i) 15 % payment would be made against 'Consignee Acceptance Certificate' issued by the client certified by HITES engineer Incharge.

(ii) Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

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

For contracts placed on DDP (consignee site) basis

(a) On despatch:

Fifty (50) % of the net CIP price (CIP price less Indian Agency commission, if any) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country,

(b) On delivery:

Twenty five (25) % 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) Inspection Certificate issued by consignee.

- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.

(c) On Acceptance:

(i) Balance payment of 15% of net CIP price of goods would be made against 'Consignee Acceptance Certificate' through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

(ii) Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

c) For contracts on DDP basis

i) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable shall be paid directly to the customs by HLL on behalf of client in Indian rupee by submission of necessary documents for verification.

ii) 80% of the payment of customs clearance and handling charges, loading/unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on submission of original bills paid to the CHA, Transporter and others if any with consignee Acceptance certificate. Balance 20% based on claim with Final Acceptance certificate.

d) Payment of Indian Agency Commission:

Indian Agency commission, if any will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

80% Turnkey payment will be made to the manufacturer's agent/ counterpart/ Indian representative in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Placement of order) and shall not be subject to further escalation / exchange variation, with certified document by HLL engineer In-charge and release of Consignee Acceptance certificate. Balance 20% based on claim with Final Acceptance certificate.

AMENDMENTS TO TECHNICAL SPECIFICATIONS LINAC (RT) TCC
KOZHIKODE.

Original Specification

12	Multi leaf Collimator System
12.2	It should be capable for performing 3DCRT and all types of IMRT such as multiple static, step and shoot, dynamic MLC rotation, Volumetric Arc therapy, SRS and SRT .

Amended as:

12	Multi leaf Collimator System
12.2	It should be capable for performing 3DCRT and all types of IMRT such as multiple static, step and shoot, dynamic MLC rotation, Volumetric Arc therapy, SRT and SBRT .

Original Specification

SECTION-VII , TECHNICAL SPECIFICATIONS ,GENERAL TECHNICAL SPECIFICATIONS FOR EQUIPMENT

GENERAL POINTS:

1. Warranty:

c) All software **updates and changes** should be provided free of cost during Warranty & CMC period.

Amended as:

SECTION-VII, TECHNICAL SPECIFICATIONS ,GENERAL TECHNICAL SPECIFICATIONS FOR EQUIPMENT

GENERAL POINTS:

1. Warranty:

c) All software **updates** should be provided free of cost during Warranty & CMC period.

Original Specification

SECTION-VII, TECHNICAL SPECIFICATIONS, GENERAL TECHNICAL SPECIFICATIONS FOR EQUIPMENT

GENERAL POINTS:

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:

g) All software **updates and changes** should be provided free of cost during CMC.

Amended as:

SECTION-VII, TECHNICAL SPECIFICATIONS, GENERAL TECHNICAL SPECIFICATIONS FOR EQUIPMENT

GENERAL POINTS:

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:

g) All software **updates** should be provided free of cost during CMC.

Add under Para 34

34.A

Software and Hardware Upgrade.(SSA):(to be quoted as Optional Item ; price not to be considered for L1 calculation).

Software Service Agreement (SSA) price for 5 years, subsequent to the Two Years of warranty should be quoted as Option. All software and hardware up-gradations should be done free of cost as per the Software Service Agreement.

All Software & Hardware and networking up-gradation and updation during warranty period should be provided free-of-cost.

All other terms and conditions remain unaltered.

.....End.....