



## Notice Inviting Tender

West Bengal Medical Services Corporation Limited

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GN-29, Salt Lake, Sector-V  
Kolkata-700091

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SUPPLY AND COMMISSIONING OF DIFFERENT TYPES OF ONCOLOGY EQUIPMENT IN THE MEDICAL COLLEGES OF THE GOVERNMENT OF WEST BENGAL

L

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL/NIT-468/2023

Dated – 11.08.2023

2<sup>nd</sup> call of Bid Reference No.: WBMSCL/NIT-239/2023, Dated-11.05.2023

Amendment-III

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
1	5	Section- I Instructions to Bidders	A.4 (b).1(A)b)	<p><b><i>"After Supply and Installation:</i></b>  <i>15% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after supply and satisfactory installation of the Goods and on submission of satisfactory installation certificate issued by the user Department of the Medical College followed by a joint visit of WBMSCL, PWD &amp; Medical College authority in the prescribed format given at Form-3a &amp; 3b."</i></p>	<p><b><i>"After Supply and Installation:</i></b>  <i>20% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after supply and satisfactory installation of the Goods and on submission of satisfactory installation certificate issued by the user Department of the Medical College followed by a joint visit of WBMSCL, PWD &amp; Medical College authority in the prescribed format given at Form-3a &amp; 3b."</i></p>
2	5	Section – I Instructions to Bidders	A.4 (b).1(A)c)	<p><b><i>"After Commissioning:</i></b>  <i>Balance 15% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after satisfactory commissioning and issuance of commissioning certificate by the user Department in the prescribed format given at Form-3."</i></p>	<p><b><i>"After Commissioning:</i></b>  <i>Balance 10% payment of the unit price quoted at Column 5 of Form No. 8(a) will be released after satisfactory commissioning and issuance of commissioning certificate by the user Department in the prescribed format given at Form-3."</i></p>
3	6	Section – I Instructions to Bidders	A.4 (b).1(B)a)	<p><b><i>"On Delivery:</i></b>  <i>70% (Seventy percent) payment of the unit price as quoted in Column 6 of Form No. 8(b) shall be paid on receipt of Goods in good condition will be released after Consignee Receipt Certificate is issued by the user Department in the prescribed format given at Form-3b and balance 30% (thirty) payment of the unit price as quoted in Column 6 of Form No. 8(b) will be released after Satisfactory Commissioning certificate issued by the user Department in the prescribed format given at Form-3 and upon the submission of the following documents:</i>  <i>The bidders shall also submit the documents specified hereunder:</i>  <i>i. Four copies of Supplier's invoice showing contract number, Goods description, quantity, unit price and total amount;</i>  <i>ii. Two copies of packing list identifying contents of each package;</i>  <i>iii. Inspection Certificate issued by the user</i></p>	<p><b><i>"On Delivery:</i></b>  <i>70% (Seventy percent) payment of the unit price as quoted in Column 5 of Form No. 8(b) shall be paid on receipt of Goods in good condition will be released after Consignee Receipt Certificate is issued by the user Department in the prescribed format given at Form-3b and balance 30% (thirty) payment of the unit price as quoted in Column 5 of Form No. 8(b) will be released after Satisfactory Commissioning certificate issued by the user Department in the prescribed format given at Form-3 and upon the submission of the following documents:</i>  <i>i. Four copies of Supplier's invoice showing contract number, Goods description, quantity, unit price and total amount;</i>  <i>ii. Two copies of packing list identifying contents of each package;</i>  <i>iii. Inspection Certificate issued by the user Department, if applicable, as per the Contract."</i></p>

Sl. No.	Page No.	Section	Clause/Sl. No.	CurrentClause/Provision	ChangedClause/Provision						
				Department, if applicable, as per the Contract."							
4	7	Section – I Instructions to Bidders	A.4 (b).1(C)	<p><b><i>"Payment for Turnkey Work (site preparation including interiors):</i></b></p> <p><i>Quotes for the Turnkey work is to be filled in designated cells in the BOQ. The rate shall only be quoted in Indian Rupees (INR) which will remain valid and unchanged for 2 (two) years. The amount in USD quoted by the bidders for the work would be converted into INR by applying the RBI Conversion rate applicable on the date 2(two) days ahead of the last date of submission of online bids for comparison of Financial Bids.</i></p> <p><i>Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of work and after installation, commissioning of the Goods and issue of final acceptance certificate by the Consignee, i.e., the Principal of the Medical College after joint visit by authorized official(s) from WBMSCL and the Medical College Authority."</i></p>	<p><b><i>"Payment for Turnkey Work (site preparation including interiors):</i></b></p> <p><i>Quotes for the Turnkey work is to be filled in designated cells in the BOQ. The rate shall only be quoted in Indian Rupees (INR) which will remain valid and unchanged for 2 (two) years. Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of work and after installation, commissioning of the Goods and issue of final acceptance certificate by the Consignee, i.e., the Principal of the Medical College after joint visit by authorized official(s) from WBMSCL and the Medical College Authority."</i></p>						
5	8	Section – I Instructions to Bidders	A.7.	<p><b><i>"Service Up time in Warranty &amp; CMC:</i></b></p> <table><tr><td><i>97% up time Warranty of complete equipment and the entire set up on 24 (hrs) X 7 (days) X 365 (days) basis.</i></td></tr><tr><td><i>The response time to any fault should be not more than 12 hrs. Time for rectification should not be more than 24 hours.</i></td></tr><tr><td><i>Maximum Downtime allowed without penalty : 48 hours</i></td></tr></table>	<i>97% up time Warranty of complete equipment and the entire set up on 24 (hrs) X 7 (days) X 365 (days) basis.</i>	<i>The response time to any fault should be not more than 12 hrs. Time for rectification should not be more than 24 hours.</i>	<i>Maximum Downtime allowed without penalty : 48 hours</i>	<p><b><i>"Service Up time in Warranty &amp; CMC:</i></b></p> <table><tr><td><i>96% up time Warranty of complete equipment and the entire set up on 24 (hrs) X 7 (days) X 365 (days) basis.</i></td></tr><tr><td><i>The response time to any fault should be not more than 12 hrs. Time for rectification should not be more than 24 hours.</i></td></tr><tr><td><i>Maximum Downtime allowed without penalty : 48 hours</i></td></tr></table>	<i>96% up time Warranty of complete equipment and the entire set up on 24 (hrs) X 7 (days) X 365 (days) basis.</i>	<i>The response time to any fault should be not more than 12 hrs. Time for rectification should not be more than 24 hours.</i>	<i>Maximum Downtime allowed without penalty : 48 hours</i>
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<i>Maximum Downtime allowed without penalty : 48 hours</i>											

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				<p><i>Penalty per LINAC beyond 12 hours of non physical attendance: Rs. 50,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per LINAC for Downtime after 24hrs is Rs. 1,00,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p> <p><i>However, if repairing of the machine requires replacement of Accelerating wave guide, Electron Gun, Target, RF driver, Klystron / Magnetron and any vacuum part, penalty will be charged at the rate of Rs 60000/- per 24 hours or part thereof for down time after 72 hours.</i></p>	<p><i>Penalty per LINAC beyond 36 hours of non physical attendance: Rs. 50,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per LINAC for Downtime after 48hrs is Rs. 1,00,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p> <p><i>However, if repairing of the machine requires replacement of Accelerating wave guide, Electron Gun, Target, RF driver, Klystron / Magnetron and any vacuum part, penalty will be charged at the rate of Rs 60000/- per 24 hours or part thereof for down time after 72 hours.</i></p>
				<p><i>Penalty per CT Simulator (4D) beyond 12 hours of non physical attendance: Rs. 25,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per CT Simulator (4D) for Downtime after 24hrs is Rs. 30,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p>	<p><i>Penalty per CT Simulator (4D) beyond 36 hours of non physical attendance: Rs. 25,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per CT Simulator (4D) for Downtime after 48hrs is Rs. 30,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p>
				<p><i>Penalty per HDR Brachytherapy beyond 12 hours of non physical attendance: Rs. 15,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per HDR Brachytherapy for Downtime after 24hrs is Rs. 20,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p>	<p><i>Penalty per HDR Brachytherapy beyond 36 hours of non physical attendance: Rs. 15,000 per 24 hours or part thereof.</i></p> <p><i>Penalty per HDR Brachytherapy for Downtime after 48hrs is Rs. 20,000/- per 24 hours cycle or part thereof. Penalty shall be paid to Medical College authority.</i></p>

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				<i>Downtime should be calculated by the machine on a sui generis basis, or, the downtime should be able to be tracked and computed by the manufacturer from a remote location, which can be furnished to the Purchaser or the Consignee, on a case to case basis, free of cost.</i>	<i>Downtime should be calculated by the machine on a sui generis basis, or, the downtime should be able to be tracked and computed by the manufacturer from a remote location, which can be furnished to the Purchaser or the Consignee, on a case to case basis, free of cost.</i>
6	9	Section – I Instructions to Bidders	A.9.	<p><b><i>“Experience and Technical Capacity:</i></b>  <i>The manufacturer whose product is offered by the bidder must have commissioned <b>at least 3 (three) units</b> of the quoted model of the equipment being supplied of which at least 1 (one) client/user should be in India which are functioning satisfactorily as on the date(s) of physical inspection.</i>  <i>Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish at least 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ medical colleges in India within the last 3 (three) financial years.</i>  <i>The equipment (including all its components) supplied shall only be sourced from the Country of Origin which is cited in the Technical Bid by the bidder. Supply of equipment from another Country which is different from the Country of Origin as quoted in the Technical Bid 10 may result in such shipment being refused and returned, which shall only be at the Supplier's risk and cost.”</i></p>	<p><b><i>“Experience and Technical Capacity:</i></b>  <i>The manufacturer whose product is offered by the bidder must have commissioned <b>at least 3 (three) units</b> of the quoted model of the equipment being supplied of which at least 1 (one) client/user should be in India which are functioning satisfactorily as on the date(s) of physical inspection.</i>  <i>Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish at least 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ Govt. Medical Colleges / Private Medical Colleges having Govt. recognition or of National Medical Council, India, within the last 3 (three) financial years i.e. 2019-2020, 2020-2021 and 2021-2022.</i>  <i>The equipment (including all its components) supplied shall only be sourced from the Country of Origin which is cited in the Technical Bid by the bidder. Supply of equipment from another Country which is different from the Country of Origin as quoted in the Technical Bid 10 may result in such shipment being refused and returned, which shall only be at the Supplier's risk and cost.”</i></p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision				Changed Clause/Provision			
7	18	Section – I Instructions to Bidders	E.35.(i)(2)	Sl. No.	Category Name	Sub-Category Name	Document Name	Sl. No.	Category Name	Sub-Category Name	Document Name
				2	CREDENT IAL	CREDENT IAL	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V Should be supported with documentary evidence (copy of work orders along with proof of payment received / copy of work orders along with installation certificate) that the bidder has supplied Medical equipment in Hospitals in India during the last 3 (three) Financial	2	CREDENT IAL	CREDENT IAL	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V Should be supported with documentary evidence (copy of work orders along with proof of payment received / copy of work orders along with installation certificate) that the bidder has supplied Medical equipment in Hospitals in India during the last 3 (three) Financial

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							<p><i>Years (FY). Certificate for carrying out Turnkey Work satisfactorily issued in favour of the agency engaged by the bidder for carrying out Turnkey Work.</i></p> <p><i>Certificates have to be provided for at least 3 (three) Turnkey Works which are to be issued by Government hospitals/ medical colleges in India during the last 3 (three) Financial Years (FY). Agreement/ MOU between the bidder and the agency proposed to be engaged for carrying</i></p>				<p><i>Years (FY). Certificate for carrying out Turnkey Work satisfactorily issued in favour of the agency engaged by the bidder for carrying out Turnkey Work.</i></p> <p><i>Certificates have to be provided for at least 3 (three) Turnkey Works which are to be issued by Government hospitals/ Govt. Medical Colleges/ Private Medical Colleges having Govt. recognition or of National Medical Council, India, within the last 3 (three) financial years i.e.</i></p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision						Changed Clause/Provision							
							out the Turnkey Work.						2019-2020, 2020-2021 and 2021-2022 Agreement/ MOU between the bidder and the agency proposed to be engaged for carrying out the Turnkey Work.				
8	19	Section – I Instructions to Bidders	E.35.(ii)(b)(9)	9	Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish atleast 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ medical colleges in India within the last 3 (three) financial years.						9	Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish atleast 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ Govt. medical colleges/ Private Medical Colleges having Govt. recognition or of National Medical Council, India, within the last 3 (three) financial years i.e. 2019-2020, 2020-2021 and 2021-2022.					
9	20	Section – I Instructions to Bidders	E.35.(ii)(c)A (1.2)	Sl. No.	Item description [High Energy LINAC , HDR Brachythera	Qty	Units	Rate per unit in Figures to be entered by	Total Amount	Sl. No.	Item description [High Energy LINAC , HDR Brachythera	Qty	Units	Rate per unit in Figures to be entered by	Total Amount		

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision						Changed Clause/Provision					
					<i>py, CT Simulator (4D)] as applicable.</i>			<i>the bidder</i>			<i>py, CT Simulator (4D)] as applicable.</i>			<i>the bidder</i>	
					<i>Unit Price (at Consignee's Site) [i.e. value of the goods including all charges for supply, storage, installation, commissioning, supervision, demonstration and training] exclus</i>						<i>Unit Price (at Consignee's Site) [i.e. value of the goods including all charges for supply, storage, installation, commissioning, supervision, demonstration and training] exclus</i>				

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					ive of all taxes of Dome stic Goods /Good s of Foreig n Origin Locate d within India/ Goods to be import ed &site prepar ation and interio r works to be carrie d out on turnke y basis agains t payme nt in Indian								ive of all taxes of Dome stic Goods /Good s of Foreig n Origin Locate d within India/ Goods to be import ed &site prepar ation and interio r works to be carrie d out on turnke y basis agains t payme nt in Indian						

Sl. No.	Page No.	Section	Clause/SI. No.	CurrentClause/Provision							ChangedClause/Provision								
					Rupee s-as per Column n 6 of format given in Form 8(b): PRICE SCHE DULE FOR DOME STIC GOOD S OR GOOD S OF FOREI GN ORIGI N LOCAT ED WITHI N INDIA OR GOOD S TO BE IMPOR TED AND SUPP LIED AGAIN								Rupee s-as per Column n 5 of format given in Form 8(b): PRICE SCHE DULE FOR DOME STIC GOOD S OR GOOD S OF FOREI GN ORIGI N LOCAT ED WITHI N INDIA OR GOOD S TO BE IMPOR TED AND SUPP LIED AGAIN						

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10	37	Section – II General Conditions of Contract	28.1	<p><i>“Except for a dispute in connection with termination in which respect the decision of the FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration shall be held in Kolkata only and shall be conducted by a sole arbitrator – a sole arbitrator to be appointed by the Secretary/Principal Secretary, Health &amp; Family Welfare Department, Govt. of West Bengal. The award of the arbitrator shall be binding on both the parties.”</i></p>						<p><i>“Except for a dispute in connection with termination in which respect the decision of the FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration shall be held at Kolkata only and shall be settled by a sole arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be binding on both the parties.”</i></p>					
11	38	Section – III Special Conditions of Contract	SCC-1	<p><b><i>“Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</i></b>  <i>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</i>  <b><i>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</i></b>  <b><i>I. For Goods supplied from abroad :</i></b>  <i>(i) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of</i></p>						<p><b><i>“Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</i></b>  <i>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</i>  <b><i>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</i></b>  <b><i>I. For Goods supplied from abroad :</i></b>  <b><i>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods</i></b></p>					

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				<p><i>Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser within a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, documents comprising of the following:</i></p> <p><i>(ii) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY's stamp/seal;</i></p> <p><i>(iii) Original and four copies of negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</i></p> <p><i>(iv) Packing list identifying contents of each package;</i></p> <p><i>(v) Manufacturer's Warranty Certificate and warranty declaration covering all items supplied;</i></p> <p><i>(vi) Manufacturer's Certificate of Origin covering all items supplied;</i></p> <p><i>Manufacturer will submit a pre-shipment alert via email to Purchaser &amp; Consignee at their respective email ids at least 15 days prior to the scheduled delivery of the equipment at the</i></p>	<p><i>sent by airfreight, the SECOND PARTY shall notify the Purchaser within a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, documents comprising of the following:</i></p> <p><i>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY's stamp/seal;</i></p> <p><i>(ii) Original and four copies of negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</i></p> <p><i>(iii) Packing list identifying contents of each package;</i></p> <p><i>(iv) Manufacturer's Warranty Certificate and warranty declaration covering all items supplied;</i></p> <p><i>(v) Manufacturer's Certificate of Origin covering all items supplied;</i></p> <p><i>(vi) Manufacturer will submit a pre-shipment alert via email to Purchaser &amp; Consignee at their respective email ids at least 15 days prior to the scheduled delivery of the equipment at the</i></p>

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				<p>doorstep of the Consignee;  The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b>  (A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Four copies of commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW, the Contract number, loan number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Two copies of packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment alert via email to Purchaser &amp; Consignee at their respective email ids at least 15 days prior to the scheduled delivery of the equipment at the door</p>	<p>doorstep of the Consignee;  The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b>  (A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser documents comprising of the following:</p> <p>(i) Four copies of commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the DoHFW, the Contract number, loan number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the SECOND PARTY's stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Two copies of packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment alert via email to Purchaser &amp; Consignee at their respective email ids at least 15 days prior to the scheduled delivery of the equipment at the doorstep of the consignee.</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
				<p>step of the consignee.</p> <p>(vii) Inspection Certificate issued by the user Department, if applicable."</p>	<p>(vii) Inspection Certificate issued by the user Department, if applicable."</p>
12	178	Section – IV Schedule of Requirements	4 (III)	<p><b>“Training</b></p> <p>➤ <b>LINAC</b></p> <p>The Vendor shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists from centre where machine to be installed for at least three <b>working</b> weeks for Linac (Off site Training at specialized training centre) by trained personnel for the seamless functioning of the entire system.</p> <p>In addition to that, the vendor should provide all necessary on-site training at the Centre for Radiation Oncologists, Medical Physicists and Radiotherapy Technologists of the Department for a period of not less than Two <b>working</b> weeks by trained personnel for the seamless functioning of the entire system.</p> <p>The vendor/company must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>Brachytherapy</b></p> <p>The Vendor shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists and 1 Radiotherapy Technologist from centre where machine to be installed for at least 2 weeks (On site + off site)) for Brachytherapy by trained personnel for the seamless functioning of the</p>	<p><b>“Training</b></p> <p>➤ <b>LINAC (including Patient Immobilisation Device, if required)</b></p> <p>The <b>Selected Bidder</b> shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists from the <b>Hospital/ Medical College</b> where machine <b>is</b> to be installed for at least <b>3 weeks</b> for <b>LINAC</b> (Offsite Training at specialized training centre <b>in India</b>) by trained personnel for the seamless functioning of the entire system.</p> <p>In addition to that, the <b>Selected Bidder</b> should provide all necessary on-site training at the <b>Hospital/ Medical College</b> for Radiation Oncologists, Medical Physicists and Radiotherapy Technologists of the <b>Hospital/ Medical College</b> for a period of not less than <b>2 weeks</b> by trained personnel for the seamless functioning of the entire system.</p> <p>The <b>Selected Bidder</b> must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>Brachytherapy</b></p> <p>The <b>Selected Bidder</b> shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists and 1 Radiotherapy Technologist from the <b>Hospital/ Medical College</b> where machine to be installed</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
				<p>entire system. The vendor/company must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>Dosimetry</b></p> <p>all necessary training for Dosimetry /QA system for the Medical Physicists(onsite) by trained personnel for the seamless functioning of the entire system . The vendor/company must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>4D CT simulator.</b></p> <p>The Vendor shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists and 4 Radiotherapy Technologists from the centre where machine to be installed for at least 2 weeks(On site + off site) for 4DCT by trained personnel for the seamless functioning of the entire system . The vendor/company must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>Patient Immobilization Device</b></p> <p>The Vendor shall arrange for training at an appropriate facility for All Radiotherapy Technologists from the centre where machine to be installed for at least 2 weeks (On site + off site) for Immobilization Devices by trained personnel for the seamless functioning of the entire system.</p>	<p>for at least 1 week for on-site and 1 week for off-site (within India) for Brachytherapy by trained personnel for the seamless functioning of the entire system. The <b>Selected Bidder</b> must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>Dosimetry</b></p> <p>All necessary training for Dosimetry /QA system for the Medical Physicists(onsite) by trained personnel for the seamless functioning of the entire system. The <b>Selected Bidder</b> must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>➤ <b>4D CT simulator.</b></p> <p>The <b>Selected Bidder</b> shall arrange for training at an appropriate facility for at least 3 Medical Physicists and 2 Radiation Oncologists and 4 Radiotherapy Technologists from the <b>Hospital/ Medical College</b> where machine is to be installed for at least 1 week for on-site and 1 week for off-site (within India) for 4DCT by trained personnel for the seamless functioning of the entire system. The <b>Selected Bidder</b> must depute the expert to acquire the requisite AERB data at the site of installation from the procurement to installation.</p> <p>All necessary training arrangement should be provided by the <b>Selected Bidder.</b>"</p>

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision					Changed Clause/Provision				
				<i>All necessary training should be provided by the vendor or company."</i>									
13	184	Section – VBidding Forms	Clause 20 of Form 2	<i>Sl. No.</i>	<i>Activity</i>	<i>Yes /No /NA</i>	<i>Page No. in the bid</i>	<i>Remark</i>	<i>Sl. No.</i>	<i>Activity</i>	<i>Yes /No /NA</i>	<i>Page No. in the bid</i>	<i>Remark</i>
				20	<i>Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish at least 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ medical colleges in India within the last 3 (three) financial years.</i>				20	<i>Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish at least 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ Govt. medical colleges/ Private Medical Colleges having Govt. recognition or National Medical Council, India, within the last 3</i>			

Sl. No.	Page No.	Section	Clause/Sl. No.	Current Clause/Provision	Changed Clause/Provision
					(three) financial years i.e. 2019-2020, 2020-2021 and 2021-2022.
14	199	Section – VBidding Forms	Form 8(c)	<p><b>“NOTE:-</b></p> <p>1. In case of discrepancy between unit price and total prices, the unit price shall prevail.</p> <p>2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing &amp; calibration as per technical/ service/operational manual, labour and spares, after satisfactory completion of Warranty Period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey.</p> <p>3. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.</p> <p>4. The uptime warranty will be 97% on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in technical specification of the technical evaluation document.</p> <p>5. All software &amp; hardware including free of cost replacement of all computer hardware once in the 5 years CMC period.</p> <p>6. The stipulations in technical specification will supersede above provisions.</p> <p>7. The Supplier shall keep sufficient stock of spares required during Comprehensive Maintenance period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them customs cleared and pay all necessary duties and taxes.”</p>	<p><b>“NOTE:-</b></p> <p>1. In case of discrepancy between unit price and total prices, the unit price shall prevail.</p> <p>2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing &amp; calibration as per technical/ service/operational manual, labour and spares, after satisfactory completion of Warranty Period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey.</p> <p>3. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.</p> <p>4. The uptime warranty will be 96% on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in technical specification of the technical evaluation document.</p> <p>5. All software &amp; hardware including free of cost replacement of all computer hardware once in the 5 years CMC period.</p> <p>6. The stipulations in technical specification will supersede above provisions.</p> <p>7. The Supplier shall keep sufficient stock of spares required during Comprehensive Maintenance period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them customs cleared and pay all necessary duties and taxes.”</p>

Form 8(b) in Section-V of the Bidding Documents (Bidding Forms) is to be replaced with the following Form 8(b):

**Form 8(b):**

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED INCLUDING SITE PREPARATION AND INTERIOR WORKS TO BE CARRIED OUT ON TURNKEY BASIS AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4	5	6
Sl. No.	Brief Description of Goods	Country of Origin	Quantity	Price per Unit Price (at Consignee's Site) [i.e. value of the goods including all charges for supply, storage, installation, commissioning, supervision, demonstration and training including site preparation and interior works to be carried out on turnkey basis] exclusive of all taxes <i>[To be fed in the designated cell under Rate in the BOQ]</i>	Total Price
A	High Energy LINAC for Burdwan MCH		1		
B	High Energy LINAC for Murshidabad MCH		1		
C	High Energy LINAC for COM & Sagore Dutta Hospital		1		
D	High Energy LINAC for IPGME & R and SSKM Hospital		2		
E	CT Simulator (4D) for Burdwan MCH		1		

F	CT Simulator (4D) for Murshidabad MCH		1		
G	CT Simulator (4D) for COM & Sagore Dutta Hospital		1		
H	CT Simulator (4D) for IPGME & Rand SSKM Hospital		1		
I	HDR Brachytherapy for Murshidabad MCH		1		
J	HDR Brachytherapy for COM & Sagore Dutta Hospital		1		
K	HDR Brachytherapy for IPGME & Rand SSKM Hospital		1		

Total tender price in USD: \_\_\_\_\_

In words: \_\_\_\_\_

\*Taxes:

GST - ..... %

Any other applicable taxes ..... %

Note:-

1. If there is a discrepancy between the unit price and total price, the unit prices shall prevail.
2. The charges for CM after warranty shall be quoted separately.
3. The bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken into account, the provision of Customs Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Name \_\_\_\_\_

BusinessAddress\_\_\_\_\_

Place:\_\_\_\_\_

Date:\_\_\_\_\_

Signatureofbidder\_\_\_\_\_

Sealofthebidder\_\_\_\_\_