

# GLOBAL e-TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT  
FOR INSTITUTIONS GETTING UPGRADED  
UNDER PMSSY PHASE IV

FOR

GOVERNMENT. OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

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**HITES/PCD/PMSSY-IV/05/RTP/19-20**

*Through*



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## **HLL INFRA TECH SERVICES LIMITED**

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

B-14 A, Sector-62, Noida-201 307

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SECTION I  
NOTICE INVITING TENDER (NIT)

**Tender Enquiry No.:** – HITES /PCD/PMSSY-IV/05/RTP/19-20 **dated:** - 06-07-2019

- (1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES)**, a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply of Medical Equipment in department of **Radiotherapy** to various Medical Colleges/ Institutes mentioned in this Tender Enquiry Document which are getting upgraded to super-specialities under PradhanMantri Swasthya Suraksha Yojna (PMSSY) Phase III:

Sch. No.	Event No. (RFx No.)	Equipment	Qty	Tender Processing Fee (₹)*	EMD (₹)
1	3000004342	Advanced High Energy Linear Accelerator	10	8,850	3,70,00,000
2	3000004343	High Dose Rate Brachytherapy System	06	8,850	36,00,000
3	3000004344	CT Simulator System-16 Slice	05	8,850	55,00,000

**Note:\*** Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)

**(2) Tender Timeline:**

Sl.	Description	Schedule
1.	Last date for receipt of Pre-bid queries	15-07-2019, 05:00 PM
2.	Pre-bid meeting date, time	17-07-2019, 11:00 AM
3.	Closing date & time for submission of online bids	17-08-2019, 01:00 PM
4.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	17-08-2019, 02:00 PM
5.	Time and date of opening of online bids	17-08-2019, 02:30 PM
6.	Venue for :- <ul style="list-style-type: none"> <li>• <u>Pre-Bid meeting</u></li> <li>• <u>Submission of tender processing fee, EMD in physical form</u></li> <li>• <u>E-Tender Opening-Tech Tender</u></li> </ul>	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector- 62, Noida-201307

**NOTE:** – Bidders have to submit Original Bank Instruments for tender processing fee and EMD/ documentary proof for EMD exemption within the above mentioned date and time

### **SPECIFIC Instructions for e-Tender Participation:-**

- (3) Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
- (4) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- (5) The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. The video tutorials on the process to be followed for New Bidder Registration and Certificate Export are available under Bidder Help Documents. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
- (6) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- (7) The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
- (8) Bidder may download the tender enquiry documents from the web site [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
- (9) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
- (10) All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
- (11) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
- (12) All prospective bidders may attend the Pre Tender meeting. The venue, date and time indicated above.
- (13) Bidders shall ensure that their bids complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**
- (14) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission
- (15) The submission of online tenders can only be done through website of HLL <https://etender.lifecarehll.com/irj/portal>

**IMPORTANT NOTE:-**

**Tender Processing Fee and EMD** (as applicable)/ **Exemption certificate** (as per GIT clause 19.2) should be deposited within the scheduled date & time in the Tender Box located at:

**HLL Infra Tech Services Limited,  
Procurement and Consultancy Division,  
B-14 A, Sector-62, Noida-201307, Uttar Pradesh**

Submission beyond stipulated date & time would result in REJECTION of TENDER.

**CEO**

**HLL Infra Tech Services Limited**

**SECTION - II**  
**GENERAL INSTRUCTIONS TO TENDERERS (GIT)**  
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## A. PREAMBLE

### 1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/ Quotation/ e-Tenders.
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.



- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

### 1.3 **Abbreviations:**

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders.
- (iii) **“GIT”** means General Instructions to Tenderers
- (iv) **“SIT”** means Special Instructions to Tenderers
- (v) **“GCC”** means General Conditions of Contract
- (vi) **“SCC”** means Special Conditions of Contract
- (vii) **“DGS&D”** means Directorate General of Supplies and Disposals
- (viii) **“NSIC”** means National Small Industries Corporation
- (ix) **“PSU”** means Public Sector Undertaking
- (x) **“CPSU”** means Central Public Sector Undertaking
- (xi) **“LSI”** means Large Scale Industry
- (xii) **“SSI”** means Small Scale Industry
- (xiii) **“LC”** means Letter of Credit
- (xiv) **“DP”** means Delivery Period
- (xv) **“BG”** means Bank Guarantee
- (xvi) **“CD”** means Custom Duty
- (xvii) **“RR”** means Railway Receipt
- (xviii) **“BL”** means Bill of Lading
- (xix) **“FOB”** means Free on Board
- (xx) **“FCA”** means Free Carrier
- (xxi) **“FOR”** means Free On Rail
- (xxii) **“CIF”** means Cost, Insurance and Freight
- (xxiii) **“CIP (Destinations)”** means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxiv) **“DDP”** means Delivery Duty Paid named place of destination (consignee site)

- (xxv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvi) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxvii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxviii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) "RT" means Re-Tender.
- (xxx) "GST" means Goods and Services Tax
- (xxxii) GMSD means Government Medical Store Depot

## **2. Introduction**

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services on behalf of MoHFW, Government of India as mentioned in Section - VI - "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## **3. Availability of Funds**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

## **4. Language of Tender**

- 4.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in

which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

## **5. Eligible Tenderers**

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

## **6. Eligible Goods and Services**

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

## **7. Tendering Expense**

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### **B. e-TENDER ENQUIRY DOCUMENTS**

## **8. Content of Tender Enquiry Documents**

- 8.1 In addition to Section I – “Notice inviting e-Tender” (NIT), the TE documents include:

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Quality Control Requirements
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Bank Guarantee Form for EMD
Section XIV	– Manufacturer’s Authorisation Form
Section XV	– Bank Guarantee Form for Performance Security/CMC Security

Section XVI – Contract Forms A & B

Section XVII – Proforma of Consignee Receipt Certificate

Section XVIII – Proforma of Final Acceptance Certificate by the consignee

Section XIX – Consignee List

**Appendix A – DIPP – Public Procurement (Preference to Make in India), Order 2017**

**Appendix B – Integrity pact**

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

## **9. Amendments to TE documents**

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified only in the website(s) [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [etender.lifecarehll.com/irj/portal](http://etender.lifecarehll.com/irj/portal). **All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## **10. Clarification of TE documents**

10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to [pcd@hllhites.com](mailto:pcd@hllhites.com) and [bmenoida@hllhites.com](mailto:bmenoida@hllhites.com). The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/representations received later shall not be taken into cognizance.**

## C. PREPARATION OF e-TENDERS

### 11. Documents comprising the e-Tender

11.1 The tender(s) shall only be submitted online as mentioned below:

- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

#### Note:

- (i) The Tender Processing Fee and EMD, in favour of HLL Infra Tech Services Ltd, are to be submitted in physical form as per Section - I, Notice Inviting Tender, of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

#### **DO NOT'S**

Tenderer are requested NOT to submit the hard copy of Financial Tender along with the physical form of tender. In case the hard copy of financial Tender is submitted in physical form, the tender is liable for rejection. Also, uploading of the price Tender in prequalification Tender or technical Tender will RESULT IN REJECTION of the tender.

#### **A) Details of Technical Tender (Un priced Tender)**

**Bidders shall furnish the following information along with technical tender.**

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization strictly as per the prescribed format (Section - XIV).
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) 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).
- xix) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xx) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- xxi) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

**B) Price Bid:**

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

**Note:**

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- (iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 The authorized signatory of the Tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender
- 11.4 A bid, which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.5 Tender sent by fax/telex/cable shall be ignored.

## **12. Tender Currencies**

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 **Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.**
- 12.4 A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

## **13 Tender Prices**

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) Price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:



13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must 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.

13.5.2 Local Duties & Taxes, if any applicable:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.3 Customs Duty:

The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence.

13.5.4 Goods and Services Tax (GST):

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the

purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### **14. Indian Agent**

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D).
  - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - c) The details of the services to be rendered by the agent for the subject requirement.
  - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
  - f) Principal's/Manufacturer's original Proforma Invoice with the price bid

#### **15. Firm Price**

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered
- 15.2 Deleted

## **16. Alternative Tenders**

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

## **17 Documents Establishing Tenderer's Eligibility and Qualifications**

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
  - a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
  - d) Deleted.

## **18. Documents establishing good's Conformity to TE document.**

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

18.3 If a tenderer furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

#### **19. Earnest Money Deposit (EMD)**

19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

b. **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Fixed Deposit Receipt
- iii) Banker's cheque and
- iv) Bank Guarantee

19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be

forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Tender Validity**

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **21. Digital Signing of Tender**

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

### **D. SUBMISSION OF TENDERS**

## **22. Submission of e-Tenders**

- 22.1 The tender shall be submitted online only.
- (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:**
- a) Scanned copies of tender processing fee and EMD
  - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
  - c) Tender Form as per Section X
  - d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc

- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2017, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- q) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

**(ii) PRICE BID (ONLY ONLINE):**

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.

- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
- e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

**23. Late Tender:**

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

**24. Alteration and Withdrawal of Tender**

24.1 The bidder is permitted to change, edit or withdraw its bid on or before the end date & time of bid opening.

**E. TENDER OPENING**

**25. Opening of Tenders**

25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

25.2 Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

25.3 This being a Two - Tender system, the **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description

of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **26. Basic Principle**

26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **27. Scrutiny of Tenders**

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.

27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

27.3 Deleted

27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

- (i) Tender validity is shorter than the required period.
- (ii) Required EMD (Amount, validity etc.) or its exemption documents have not been provided.
- (iii) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (iv) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (v) Poor/ unsatisfactory past performance.
- (vi) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (vii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.



- (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
- (x) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- (xi) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

## **28. Minor Informality/Irregularity/Non-Conformity**

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

## **30. Discrepancy between original and copies of Tender**

- 30.1 Not applicable being e-Tender.

### **31. Qualification Criteria**

- 31.1 Bids which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

#### **The Notification is available in the below link:**

[http://www.finmin.nic.in/the\\_ministry/dept\\_expenditure/ppcell/RelaxNorms\\_StartupMedEnterprise25072016.pdf](http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterprise25072016.pdf)

#### **The FAQs are available in the below link:**

[http://dipp.nic.in/English/Investor/startupindia/FAQs\\_StartupIndia\\_30March2016.pdf](http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf)

#### **Note: - Definition of Start-up (only for the purpose of Government schemes)**

**(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July 2016.)**

### **32. Conversion of tender currencies to Indian Rupees**

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of ‘Price Tender’ opening.

### **33. Schedule-wise Evaluation**

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

### **34. Comparison of Tenders**

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for**

**bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum.”**

**35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

**Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.**

35.4 **Preference to Make in India:** As per the order issued by

- (i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; &
- (ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof;

The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.

A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 (Annexure -1). The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006 (Annexure 2). The orders mandate that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

- a) In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakh or less, only local suppliers shall be eligible.
- b) If the estimated value of procurement of goods is more than Rs.50 lakh and which are divisible in nature, the following procedure would apply:
  - I. In case L1 firm is a local supplier:
    - i) The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.
    - ii) MSME bidders falling under the margin of purchase preference would be awarded up to 25% of the tendered quantity subject to matching the L-1 rate.
  - II. In case L1 firm is not a local supplier:
    - i) 50% of the tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject

to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

ii) The MSME bidders falling under Purchase Preference would be awarded 20% of the tendered quantity subject to matching the L-1 price.

(c) If the estimated value of procurement of goods is more than Rs.50 lakh and which are not divisible, the following procedure would apply:

i). among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.

ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.

iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

35.5 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

35.6 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

35.6 Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

35.7 Verification of local content

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 Crore, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

- d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. A fees of Rs.10000/- in the form of demand draft favouring CFO (HLL Infratech Services Limited), payable at New Delhi, is required to be deposited with complaints for verification of local content.
- f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

### **36. Tenderer's capability to perform the contract**

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

### **37. Contacting the Purchaser**

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **38. Purchaser's Right to accept any tender and to reject any or all tenders**

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **39. Award Criteria**

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

### **40. Variation of Quantities at the Time of Award/ Currency of Contract**

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (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.

### **41. Notification of Award**

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

### **42. Issue of Contract**

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/ speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notifications of Award consignee wise.

### **43. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee**

- 43.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the

tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

**44. Return of EMD**

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

**45. Publication of Tender Result**

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

**46. Corrupt or Fraudulent Practices**

46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.



## SECTION - III

### SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	-
B	8 to 10	TE documents	No Change	-
C	11 to 21	Preparation of Tenders	No Change	-
D	22 to 24	Submission of Tenders	Change	22 - 23
E	25	Tender Opening	No Change	-
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	-
G	38 to 45	Award of Contract	No Change	-

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

#### **SUBMISSION OF e-TENDERS**

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Processing Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded online only in prescribed format given in the website. No other mode of submission shall be acceptable.
  - The prospective bidders may scan the documents in low resolution (75 to 100 DPI) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
  - The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
  - The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the Notes & Attachment under Details of item when the event is in Display Mode.

**AWARD OF CONTRACT**

- (i) The quantities in this tender (including additional quantities against the clause “Variation of Quantities at the Time of Award/ Currency of Contract”) can be used by both HLL Infra Tech Services as well as its parent company HLL Lifecare Limited.

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**TABLE OF CLAUSES**

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## **1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

## **2. Use of contract documents and information**

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

## **3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

## **4. Country of Origin**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

## **5. Performance Security**

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the

Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

## **6. Technical Specifications and Standards**

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or

otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **8. Inspection, Testing and Quality Control**

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to



the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

**10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:**

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

**11. Insurance:**

**11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:**

- i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) 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 or its Indian Subsidiary/Indian agent 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.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

**12. Spare parts**

**12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:**

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

### **13. Incidental services**

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- a. Installation & commissioning, Supervision and Demonstration of the goods
  - b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - c. Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods
  - d. Supplying required number of operation & maintenance manual for the goods

### **14. Distribution of dispatch documents for clearance/receipt of goods**

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
  - (ii) Two copies of packing list identifying contents of each package;
  - (iii) Certificate of origin for goods of foreign origin;
  - (iv) Insurance Certificate as per GCC Clause 11.
  - (v) Manufacturers/Supplier’s warranty certificate & In-house inspection certificate.
- B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (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 prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

## 15. Warranty:

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.

15.2 The **warranty shall remain valid for 60 months commencing from first patient treated as per AERB norms** with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
  - Any kind of motor.

- Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors.
  - All kind of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
  - Replacement and repair will be under taken for the defective goods.
  - All kinds of painting, civil, HVAC, mechanical and electrical work
  - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 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 tender conditions
- 15.5 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 extended till the completion of the original warranty period of the main equipment.
- 15.6 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.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 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 of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

## **16. Assignment**

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

## **17. Sub Contracts**

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## **18. Modification of Contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of dispatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## **19. Prices**

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

## **20. Taxes and Duties**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## **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.

#### **TERMS AND MODE OF PAYMENT**

##### **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 subject to recovery of LD, if any:

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

###### **b) On Acceptance:**

Balance Twenty Five percent (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. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

##### **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:

###### **a) On Shipment:**

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 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (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 dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV 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 Twenty Five percent (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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

- c) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

**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. This is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.

**C) Payment of Site Modification Work, if any:**

Site Modification Work payment will be made to the bidder/ manufacturer's agent opt its Indian Office in Indian rupees as 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. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

**D) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:



"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## **22. Delivery**

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6.1 Passing of Property:

22.6.2 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.3 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

### **23. Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the 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 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

### **24. Termination for default**

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit

and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. Governing language**

28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **30. Resolution of disputes**

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)

30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA

- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

### **31. Applicable Law**

- 31.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **32 Withholding and Lien in respect of sums claimed**

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

### **33. General/ Miscellaneous Clauses**

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

**Warranty:**

**Clause 15.4, Added Para:**

**Penalty against non-performance/ non-rectification of defects during warranty and CMC Period:**

**Penalty, as mentioned in the Technical specifications of the equipment, will be applicable in case of non-performance/ non-rectification of defects during warranty and CMC Period.**

**SECTION - VI**  
**LIST OF REQUIREMENTS**

**Part I**

SI No	RFx No	Equipment	QTY	Warranty	CMC
1	3000004342	Advanced High Energy Linear Accelerator	10	5 years	5 years
2	3000004343	High Dose Rate Brachytherapy System	06	5 years	5 years
3	3000004344	CT Simulator System-16 Slice	05	5 years	5 years

**Part II: Required Delivery Schedule:**

**For Indigenous or for imported goods if supplied from India or for imported goods directly from foreign:**

Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 60 days from date of site readiness/ AERB approval for import, whichever is later.

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of NOA.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

**Note:**

- i) Supplier has to submit clear documents for opening of LC to HITES within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- ii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iii) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.
- iv) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

**Part III: Scope of Incidental Services:**

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

**Part IV:** Site Modification Work (if any) as per details in Technical Specification.

**Part V:** Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be **60 months commencing from first patient treated as per AERB norms.**



Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above

**Part VI:**

**Required Terms of Delivery and Destination:**

**a) For Indigenous goods or for imported goods if supplied from India:**

At Consignee Site(s)

**b) For Imported goods directly from abroad:**

The order will be for DDP basis. However, the foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Manufacturer/ Supplier/ Indian Subsidiary of OEM/ Authorized Agent of OEM/ Bidder shall be responsible for timely lodgement of Bill of Entry (BOE), customs clearing, local transportation and delivery of all goods to the consignee site . Purchaser being applicant of LC, will be responsible for providing CDEC (if applicable). The information on BoE assessment may be given to the purchaser and the payment of customs duty will be made within the office hours of next working day.

**Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.**

**Destination/Consignee details:**

A list of Consignee is given in Section XXI. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

**SECTION – VII**  
**TECHNICAL SPECIFICATIONS**

**Item No 01**

Sl. No	<b>Advanced High Energy Linear Accelerator</b>	
	Please quote latest state-of-the-art machines capable of delivering advanced high precision Radio Therapy.	
	Model released in the year 2010 or later.	
<b>A</b>	<b>ESSENTIAL PARAMETERS</b>	
	<b>Parameters</b>	<b>Specifications</b>
<b>1</b>	Photon Energy	6 and 15 MV (BJR11/AERB)
	Electron Energy	Highest energy for electrons 15 MeV or above.
	Flattening Filter Free beam	Give any two energy with FFF with dose rate 1400 & 2200MU/min each or above
	Volumetric Arc delivery	IMRT/ SRT/ SBRT/ Volumetric IMRT
<b>2</b>	RF source	Magnetron/Klystron
<b>3</b>	Wave guide	Standing/traveling
<b>4</b>	Electron Gun	Sealed / Unsealed
<b>5</b>	Treatment Modes	Normal - TSD / TAD
		Rotation - CW / CCW
		ARC - CW / CCW
		Dose rate - MU/degree
<b>6</b>	Dose-Rate	Photons: 100 to $\geq 500$ MU/min in steps or higher. Please specify.
		Electrons: Minimum 600 MU/ minutes at the isocentre or higher. Please specify
<b>7</b>	Field Size - Photons	Maximum: 40 x 40 cm <sup>2</sup> (or more) Please specify
		Minimum: 0.5 x 0.5 cm <sup>2</sup> , Please specify.
	Electrons	Penumbra: $\leq 8$ mm for 10 x 10 cm <sup>2</sup> field at 10 cm depth
		4-5 applicators, please specify A method to obtain irregular field shapes should be provided.
<b>8</b>	Beam Flatness	$\pm 3\%$ as defined in IEC 60976 / 60977 for entire range of field sizes.
		Stability of flatness with gantry rotation, please specify
<b>9</b>	Focal Spot size	$\leq 3$ mm dia. at the X-ray target
<b>10</b>	Beam Symmetry	$\pm 2\%$ for 10x10 cm <sup>2</sup> and above
<b>11</b>	Gantry	Rotation $\pm 180^\circ$ (360° total)
		Read out - Digital and Mechanical
		Accuracy dig-readout 0.5°
		Control - Hand pendent and control-console
		Target - Axis Distance : 100 $\pm$ 0.2 cm

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		ODI Range : 75 cm to 150 cm
		ODI Accuracy $\pm$ 0.1 cm
		Gantry Rotation Isocentre $\leq$ 2 mm dia. Sphere. Please specify.
<b>12</b>	Collimator	Rotation: +/- 95 Degree or higher
		Control: Hand pendent and control- console
		Readout accuracy : $\pm$ 0.5°
		Collimator Rotation Isocentre $\leq$ 2 mm dia. Sphere
		Motorized / Dynamic Wedge
<b>13</b>	Asymmetric Collimators	X & Y both Asymmetrical
		Travel ranges & over travel range. Please specify
<b>14</b>	Multi-leaf collimator (MLC)	No. of Leaves (120 leaves and/or above) please specify all options.
		Independent drives for each leave
		Maximum field size 40x40 cm <sup>2</sup>
		Please specify MLC motor specifications and endurance test report
		Capable of performing Conformal therapy (IMRT, SRT, SBRT) procedures.
		Interface between MLC & latest R&V System should be provided.
		Facility to treat patients conventionally, using blocks without MLC.
		Work Station HW/SW – Specify details
		In-Room monitor: please specify numbers and type
		Integration (full Networking) with Planning System and Simulator / CT Simulators etc.
		<b>Specify following parameters:</b>
		Max. leaf retracting position
		Over travel (jaws)
		Over center travel of MLC leaves (>10 cm) for IMRT treatments
		Max. field length
		Leaf height & material.
		Coincidence of light & x-ray field
		Penumbra
		Transmission
		Interleaf leakage
Leaf position accuracy		
Max. carriage speed		
Max. leaf speed		
Positional accuracy of the leaves during treatment.		
Inter-digitation of leaves if available		
<b>15</b>	Auto Field Sequencing	AFS should be available

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16	Portal Imaging :	Latest software for analysis (MV/KV/DRR)
		Should fully integrate with Accelerator
		Portal Imaging : Should be able to take images at any Gantry angles with variable <b>X-Y movements, Robotics Arm with remote control.</b>
		Imaging area should be 40 x 30 cm <sup>2</sup> with energy range 4 - 25 MV
		Should have latest Digital technology with High Resolution Imaging (Amorphous silicon flat panel technology) - please specify
17	IGRT System	Latest SW & HW
		Retractable arms
		X- ray tube: radiography, fluoroscopy, CBCT
		Flat panel detectors. Please specify resolution
		CBCT reconstruction, registration (MV-MV, KV-KV, KV-MV)
		Fully integrated with latest R & V system and TPS
		3D image data should be reconstructed from series of 2D projection images acquired as the linear accelerator gantry is rotated
Phantoms used for dosimetry/QA, please specify.		
18	Treatment Couch	Versatile extended range couch with indexed immobilization
		Longitudinal, Lateral, Vertical and Rotation: please specify range of movements
		Electrical / Mechanical Control
		Control-Local and/or Remote
		Fully Carbon Fiber table top. Should have option for providing tools for fixing immobilisation devices.
		Electrical backup & Mechanical Control (in case of power failure)
		Minimum height from floor - specify
19	Networking	Networking : An open Record & Verify System latest version (HW & SW) for Linear accelerator. <b>Workstation - 2 nos. should be provided</b>
		Transfer of all parameters from Simulator, CT-simulators, MRI, PET-CT, PACS etc. & Treatment Planning System, and other TPS to the Linear Accelerator for automatic treatment setup & delivery should be provided.
		Transfer of DRR/ Fluoroscopy images through R&V system for comparison with portal imaging
		Transfer & Execution of Conformal & IMRT treatment plans from Treatment Planning System should be provided.

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		<p>All required interfaces <b>&amp; connectivity</b> should be provided, <b>for different modalities, e.g. CT Simulator, HDR Brachytherapy</b></p> <p>Transfer and execution of MLC position parameter for normal and IMRT treatment including step &amp; shoot and dynamic and rotational IMRT techniques from TPS.</p>
	Accessories	<p>Motorized/dynamic Wedge</p> <p>Mechanical Front pointer (SSD indicator)</p> <p>Accessory mount - shadow block tray</p> <p>Blocks – set of divergent / non-divergent</p> <p>Side Rails on both sides of Couch for Mounting Accessories.</p> <p>CCTV Camera (Two no.s). One wide angle &amp; one remote control with remote zoom &amp; focus facility.</p> <p>In-room Colour flat Monitor LED 19" or more</p> <p>Laser Alignment System (3 crossed &amp; 1 line Green laser system)</p> <p>Interface Mount to be provided for Simulator to simulate accessories like Shadow Block Tray etc. of the quoted Accelerator model.</p> <p>Manual retraction tool (manual crank) for couch in case of power failure</p>
21	Dosimetry System	<p>Built-in chambers. Two separate sealed chambers</p> <p>Precision : <math>\pm 1\%</math> or 1 MU</p> <p>Linearity : <math>\pm 1\%</math> or 1 MU</p> <p>Reproducibility <math>\pm 2\%</math> or 1 MU</p> <p>Dose Rate Dependence : please specify</p>
22	Safety System as per IEC / AERB standards	<p>X-ray absorbed dose due to leakage radiation (excluding neutrons) outside useful beams (As per AERB)</p> <p>Emergency switches</p> <p>Door interlocks</p> <p>Collimator transmission: as per AERB specification- please specify</p> <p>Neutron dose inside the treatment area and outside the treatment area, as per international standards</p> <p>Various Beam off interlocks</p>
23	Leakage Radiation as per IEC / AERB standards	<p>Head leakage. Please specify.</p> <p>Collimator transmission. Please specify.</p> <p>Neutron Dose: Please specify</p>
	Treatment Planning System	<p>Monte Carlo Photons or equivalent</p> <p>Server based planning system shall be offered along with Five workstations (Two dose calculation engines (licenses) and Three concurrent/contouring stations)</p> <p>Server (backup/restore) – latest HW/SW and <b>update</b> for</p>

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		next 10 yrs.
		DICOM3 and full DICOM family
		DICOM RT Import/export from all existing CT/MR/PET/PACS/C-ARM etc.
		Image registration (rigid / deformable)
		Specify dose calculation algorithm for 3DCRT / IMRT/ VMAT / Electrons / other.
		Import /export- Image/structure set /plan/ dose etc. to all machines and integration with network. (HW/SW)
		Server (backup/restore) – latest HW/SW and upgradable for next 10 yrs.
		Latest Network colour Printer. Please specify.
<b>25</b>	Manuals / Data book	Operator, System and Schematic manuals.
<b>26</b>	Essential Spare Parts	Provide the list of standard spare parts supplied with the machine.
<b>27</b>	Upgradation	Accessories
		<b>Hardware / Software update for 10 years</b>
<b>28</b>	UPS	for all above systems for minimum of 30 minutes.
<b>29</b>	<b>Dosimetry and QA</b>	<b>RADIATION THERAPY BEAM ANALYZER</b>
		Require a full-fledged three dimensional Water Phantom & Dosimetry System and therapy be analyzer for performing Off-axis profiles, PDD, point dose measurement, beam symmetry tuning, D rate constancy check, vector scan and TG51 lead foil measurement for low and high energy Photon, electrons. All the measurements should be computer controlled and user friendly.
		All components comply with national and international regulations and safety rules. All components of the system; all available options are controlled by the same software that runs under Microsoft Windows of latest version of Windows 2000 and Windows XP. The system should suitable to measure pulsed radiation with fluctuation dose rate Ion Chamber:
		Necessary thimble ionization chamber should be there for measurement of field and reference signal plane parallel chamber should be there for electron measurement. The necessary holding devices extension cables for the above chambers must be included. The chamber specification should be quoted. The position accuracy should be better than $\pm 0.1\text{mm}$ . The chambers should be properly calibrated and given necessary calibration certificate.

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		The positioning tool should be there to allow easy and exact positioning of the chamber's geometric centre in the central beam and at the water surface. Apart from this the exact position of the chamber the radiation beam should be possible via software.
		The detector unit should be driven by stepper motor and step length should be adjustable in <b>steps of 5 mm or better</b> . The scanning speed should be adjustable between 5mm/s and 50mm/s in 5mm/s small steps. Further the delay times for each step should also be adjustable by the user. The acceleration of the step movement should also be changed as and when required.
		The system should allow simultaneous movement in available direction for any vector scan
		The zero point, reference point and limit of the different detector units should be stored separately and permanently in the control unit.
		The control pendant should display the actual position of the chamber position at any given measuring time.
		<b>Water Phantom/ Radiation Field Analyzer:</b>
		The scanning volume should be large enough to scan and should not be less than 48x40x48 cm To avoid bending of the tank's walls by water pressure and water absorption of the acrylic material 1 wall thickness should be not less than 2.0 cm. <b>The RFA offered should come with water level sensor / adjustment software without need for adjustment of the water leveling screws.</b>
		The motor of the moving mechanism should not touch nor dip to the water to avoid mechanical stress to the acrylic tank.
		The reproducibility of a position should be $\pm 0.1$ mm throughout the whole phantom
		The digitally driven stepper motors should provide hysteresis free movements (stick and slip free).
		The lift table should be electrically as well as manually operable.
		The velocity of the vertical motion should be quoted and preferably should have two vertical velocities. The Water Tank must be rotatable into positions 0 degree, $\pm 45$ degree and $\pm 90$ degree.
		A highly accurate Positioning device directly supplied by the principals must be included.
		Water reservoir

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		The water reservoir should be large enough to store the water and can be pump and drain to the water phantom as quick as possible. The water Reservoir must be able to hold the entire weight of the water without any change
		The weight of the whole assembly can be push or pull though the wheel with polyethylene or equivalent. The lifting carriage should be electromechanical/elevating screw mechanism that keeps the height absolutely accurate
		The Lifting carriage and Water Reservoir must be imported and directly from the suppliers and must complete with all facilities including TPR and TMR measurements. Completely Integrated Lifting Carriage and Water Reservoir.
		The Water Reservoir must be compatible for TPR measurements and hence for TPR measurements 1 pump of the reservoir should drive automatically and electromagnetic valves makes sure that no water can flow the phantom tank to the reservoir during automatic TPR measurement.
		The water reservoir should have a safety circuit that avoids the dry pump running Control Unit/Electrometer:
		A separate control unit for controlling the movement of the detector in any three directions should possible.
		A separate electrometer to collect the ions/dose from the chamber/detector should be there The voltage to the chamber should be adjusted in the electrometer in steps of 50 V. The polarity of the chamber should be toggled between +/- . The electrometer should also be able to measure absolute doses for low and high energy photon and electron.
		The gain of the electrometer should be automatic depending upon the signal collected by the field and reference detector. Further the user should also be given an option to change the gain to field an reference separately.
		Necessary software to use the electrometer for absolute measurements should be provided.
		The time constant should allow 10ms measurement times.
		The external dosimeter should also be connecting to the water phantom.
		The control unit should permanently store zero point, reference point and limit points for water phantom, air scanner and mechanical film densitometer separately.



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		These different sets of limits , zero and reference points can be retrieved independently.
		The co-ordinates of the probe should display for all directions, simultaneously on a control pendant.
		The control pendant can be attached either to the water tank or to the control unit.
		The communication between the control unit and the computer should performed by a standard RS23; interface.
		The high voltage for the probe should be switchable independently for each decreased in different voltage and sign of the measuring signal can be reversed.
		A solid, water equivalent phantom made up of slabs of different thicknesses shall be provided by the vendor for external beam teletherapy dosimetry. It shall be possible to use this phantom for both photon and electron beam dosimetry. The phantom shall be free of contaminants and air bubbles. The slab shall be of 30x30 cm or more size totalling a thickness of 30 cm.
		QA tools: Additional One Pressurised ION Chamber to be supplied.
		<b>Control Computer:</b>
		The latest version of windows computer should have all the latest features with colour monitor and with printer/plotter (colour) and branded UPS (45 min. back-up).
		<b>The software:</b>
		Measurements can be done against time, against a monitor signal or against reference chamber
		Within the moving range arbitrary points can be measured.
		An arbitrary vector scan measurement should be possible.
		Point dose measurement, Beam symmetry tuning and TG5I foil measurement should also be possible
		2D planes can be measured at any solid angle
		Isodose can be displayed and plotted that can constructed out of profiles and depth dose curves or measured matrices. The Isodose level should be freely closable Warning before unsaved date in the RAM should be overwritten.
		The Isodose levels can be chosen after the measurement and without the necessity to have the water phantom connected.
		Multiple closed Isodose lines and hot spots should be detected automatically.

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		Single measuring points, complete curves and parts of curves should be re-measured from a user definable point.
		During the measurement the measuring curve should be display graphically and online on the screen.
		A special measuring program allows a dose rate constancy check including a statistical evaluation.
		Any kind of open, regular shaped, blocked or wedged field can be measured.
		Fields from asymmetric collimators can easily be measured.
		A special measuring routine for service purposes allows to easily checking the beam with respect to symmetry, flatness, homogeneity and energy.
		Implemented routines allow the measurement, formatting and transferring of basic date to all-important therapy planning systems.
		ION chamber based Survey meters to be provided.
		Secondary standard Dosimeter with appropriate thimble chamber and parallel plate chambers with latest calibrations to be provided. Including pin point chamber for small field dosimetry with phantoms, barometer and thermometer.
		Solid equivalent slab water phantom with adapters for the above mentioned chambers should be provided.
		Film Dosimetric software should be provided for treatment verification Administrative Data:
		Comprehensive documentation of the measured data by automatic saving of the used measuring environment should simplify the interpretation of data even a long time.
		The used measuring routine data can be reused either unchanged or with some of the parameter changed Data can be printed and plotted in numerical and graphical form on all printers and plotters that art supported by windows.
		The administrative data can be changed after saving the measuring data. All measuring data should furnished automatically with their administrative information and comprehensive filter function allows the easily selection of specific data.
		The necessary software to network the 3D TBA system with the 3D TPS in the department of Radiotherapy must be offered.
		<b>Data analysis:</b>

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		Various normalization should possible viz. normalization to maximum for depth dose curves normalization to maximum or centre for profiles and normalization to maximum, enter, position and value for isodose lines.
		Homogeneity and symmetry should be calculated automatically and various national and international protocols can be selected.
		Depth dose curves can be analyses according to the protocols DIN 6800/2 IAEA TR277, ICRU 35 CRMRI no.2, AAPM TH21/TG 25 and NACP.
		<b>Data transfer and data presentation</b>
		Modules should allow automatic formatting and transferring of measured data to treatment planning system available in the department.
		The measured data can be stored in two different ASCII formats (with selectable separation characters).
		ASCII -data can be sent from external computers and be imported in to the water phantom software Image date for film dosimetry can be imported in to water phantom software. Data can be display graphically on the screen.
		Crosshairs should allow the easy manual evaluation of a curve.
		Plotting / printing of the measured data and correction functions can be printed (alphanumerically) and plotted (graphically).
		<b>ARRAY DETECTOR</b>
		One Array device must be based on ion chamber array resulting in an effective measuring field of 27 cm x 27 cm and giving the facility to use with slab phantom for measurements. The chamber must be vented plane-parallel square shaped ion chambers with 5mmx5mmx5mm size and centre to centre spacing must be 10mm.
		It should be able to use for the dose verification of IMRT beams and routine quality control of high energy photon and electron beams by using the software and also it should be able to check the MLC leaf positioning. It should be able to measure the dose from dynamic and static fields in one run and display the readings in both dose rate and absorbed dose mode.
		It should be able to perform the QA for high energy beams and dose verification for IMRT, IMAT, ARC beam techniques. It should be capable of doing complete pre-treatment patient plan verification with on measurement.

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		Cylindrical & Rotational Phantom with inclinometer, lifting trolley & complete drive assembly with related software module for VMAT dynamic IMRT techniques. There should be a slot & provision to insert the 2D Ion Detector Array System into the Rotational Phantom for taking synchronous measurements with the Linac Gantry Rotation. The detector should always be perpendicular to the beam & thus removing the angular dependence.
		The software should have the functionality like 3D volume analysis and CT overlay.
		One additional Array Device with 900 or above liquid filled ionization chamber for patient plane verification & quality control of small fields. Detector spacing should be 2.5mm & the maximum fit size should be above 10x10 cm & below 12 x 12cm essentially for use with Small field dosimetry. The Array device should also be usable for Stereotaxy work This Array device should be usable with the Cylindrical & Rotational Phantom
		One parallel plate chamber for electron dosimetry, one number of pin point chamber for small fit dosimetry along with the calibration certificate for all these chambers.
		Calibrated Barometer and thermometer to be included.
		26. Immobilization devices
		<b>3 set Universal treatment base plate (AIO) Made of Carbon Fiber Immobilization devices having a total solution</b> to treat Pediatrics to Adult, Head and Neck Breast, Thorax, Abdomen, Pelvic with facility to make custom made Supine and prone head rest for Individual Patients to maintain an accuracy of less than 2mm. along with appropriate thermo Sheets 200 no.s: 40 for head, 40 H&N, 40 for breast, 40 for thorax, 40 for abdomen and pelvic.
		The same base plate shall be upgraded to adopt for frameless SBRT and also for SRS/SRT frameless <b>and</b> there shall be 3 set of each to be provided. <b>For SRS/SRT, there shall be at least 50 cast with fixation accuracy of 0.3mm, which is mandatory.</b>
		The vendor shall provide 4 set of carbon fiber based Head rest, prone Head rest universal, Pediatric Supine, Cushion for shoulder. Breast board Carbon fiber with all required Accessories.
		<b>The vendor shall also provide the following :</b>
		1. Water bath with digital Temperature control - 1 no
		2. Bolus : 0.5cm - 3 no.s & 1.0cm - 3 no.s
		3. Body calliper - 2 no.s

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		4. Heat Gun - 1 no
		5. Essential tools set - 1 no
		6. Electron Foam cutter - 1 no
		7. CT markers - 300 no.s
		8. Alloy dispenser - 1 no
		9. Melting Alloy - 20 Kg
		10. Styrofoam foam 30 x 30 x 1.5 cm - 100 nos.
		11. Vacuum cushions
		12. For Head and Neck - 6 no.s
		13. For Thorax - 10 no.s
		14. For Abdomen - 10 no.s
		15. And for whole body - 10 nos.
		16. Suitable Vacuum pump - 1 no
<b>B</b>	<b>Technical details to be provided for the following</b>	
<b>1</b>	Physical Dimensions and Weights	Modulator
		Stand
		Gantry
		Auxiliary cabinet
		Patient Treatment Couch
		Control Console
<b>2</b>	Electrical Requirements	Load - Standby
		Ready
		Beam ON
		Input Voltage -Typical International:
<b>3</b>	Cooling Water (please specify)	Temperature
		Flow
		Pressure difference (To specify)
<b>4</b>	Air Conditioning	Temperature
		Relative Humidity
		Air changes (To specify no. per hour)
<b>5</b>	<b>SITE - MODIFICATION :</b>	<b>The Site - Modification Scope of Work – Advanced High Energy LINAC</b>
		1. The prospective bidders shall inspect the proposed site for ADVANCED HIGH ENERGY LINAC before submission of tender.
		2. Tenderers are advised to acquaint themselves with access to site, location of work, local labor problems and any other matter relating to availability and carriage of construction materials. Adopting standard operation/ incorporating IG procedure for GRIHA requirement during construction/ post construction.

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		3. The construction of the concrete shell of the Bunker (LINAC ROOM) is in the scope of the respective institute. The Site - Modification work shall include all other site preparation work required the installation and functioning of ADVANCED HIGH ENERGY LINAC at the proposed site.
		4. The bidders are required to submit the plan for the ADVANCED HIGH ENERGY LINAC Centre on a Site - Modification basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of ADVANCED HIGH ENERGY LINAC Centre.
		5. The scope of work as per regulatory guidelines will be provided and finalised by HLL.
		6. The bidder should inspect the site and submit the required structural and architectural drawings along with the bid.
		7. The bidder has to work in conjunction with the consignee institute to facilitate all statutory local and regulatory approvals.
		8. While preparing the plan, the following aspects have to be addressed.
		a) Care should be taken to provide easy negotiation of the patient stretchers / trolleys through corridors and doors.
		b) Adequate Radiation shielding as per AERB norms
		c) Furniture like desk, chairs, shelves etc.
		d) Patient stretcher and other furniture / accessories to make the ADVANCED HIGH ENERGY LINAC functional.
		9. The cost of Site - Modification work for the area measuring 220m <sup>2</sup> and Air-conditioning of 27 TR capacity will be considered for Ranking / Evaluation purpose.
		10. Bidders have to quote the Unit Rates of the following components of Site - Modification work and detailed BOQ should be mentioned:
		a) Civil works - sq.ft/cubic ft, running metre, Kg etc
		b) Electrical work like per metre price, unit price for panel, isolation, etc
		c) Public health (plumbing and sanitary fittings) like per metre length of pipe, number of points, etc
		d) Air Conditioning (HVAC) – rate per tonnage, type of false ceiling and sq.ft rate, etc
		e) Interior Furnishing & Furniture
		f) Miscellaneous
		<b>Scope of work for Site - Modification work :</b>

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		The bidder should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed ADVANCED HIGH ENERGY LINAC Centres along with technical bid of the tender.
		The ADVANCED HIGH ENERGY LINAC CENTRE shall consist of the following rooms:
		a. LINAC Treatment Room
		b. Control room
		c. Equipment room
		d. Change room
		e. Treatment Planning Room
		f. Patient waiting area
		g. Chiller room / enclosure
		h. AHU room
		Construction work to be done as per the final plan / scheme approved by the Consignee.
		<b>The actual area of Site - Modification work done will be considered for payment, based on the site measurements and the unit rate quoted by the bidder.</b>
		<b>CIVIL WORK</b>
		1. Construction / modification work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
		2. Construction renovation/ modification demolition, exaction, filling work including construction of full or half brick wall if required, plastering, flooring as per the approved plan and equipment layout plan. Necessary openings/ niches/ cut-outs, wherever required as per drawings and asked for by the Engineer-In-Charge, shall be provided by the contractor without any extra cost.
		3. Making surface good for floor modification for installing the LINAC.
		4. Platform for unloading and shifting the LINAC; if necessary.
		5. Cable tray, trench & channel – necessary trenches, cable tray and channels at required locations.
		<b>a) Flooring</b>
		1. 600 x 600 mm vitrified tiles with 100mm tile skirting to match in LINAC room , control room, lobby and patient preparation areas, Consultant's room, TPS room etc.
		2. 50 mm thick cement concrete flooring with Vinyl flooring in LINAC equipment / UPS room.

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	<p>Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600mm (thickness to be specified by the manufacturer) Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in pattern as detailed in drawing or as directed by the EIC and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the EIC. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings &amp; specification and as directed by EIC with 100mm tile skirting to match in LINAC room, control room, lobby and patient preparation areas, consultant's room, TPS room etc.</p>
	<p>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.</p>
	<p>3. 50 mm thick cement concrete flooring at all heights and locations including scaffolding, preparing the surfaces, neat cement finishing to correct line or as required to receive architectural finish, level and plumb, curing where ever required complete as per specifications and drawings, with Vinyl flooring in LINAC equipment/UPS room.</p>
	<p>4. The entire complex will be made rodent/pest proof.</p>
	<p><b>b) Painting</b></p>
	<p>1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas except LINAC ROOM.</p>
	<p>2. LINAC ROOM Walls – High quality High density Vitrified Tiles clad on the side walls up to false ceiling.</p>
	<p>Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over 2 coats of wall putty including primer in all areas except LINAC ROOM, of approved brand and manufacture and approved shade finished with roller to wall &amp; ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/ POP surface, POP board/ gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/ apparatus etc. required to complete interior grade finish etc. at all heights &amp; levels complete as per drawings &amp; specification and as directed by EIC.</p>



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		3. LINAC ROOM Walls – High quality High density Vitrified Tiles clad on the side walls up to false ceiling.
		<b>c) False Ceiling</b>
		Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
		<b>PLUMBING WORK</b>
		1. All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
		2. Chiller Piping and control panel.
		<b>Note:</b>
		1. Tenderers are advised to visit the site of work to acquaint themselves about the levels of sub soil water, drainage facility for dewatering, accessibility to site etc. and quote the rates accordingly.
		2. All sanitary wares & CP brass fitting & fixtures shall be of first quality with ISI mark (unless otherwise specified) and shall be of the make as per the latest approved list of materials as per list of approved make/model, if any. They shall be got approved by the Engineer-in-charge before incorporating in the work.
		3. All the items include testing after completion of the work. Concealed/underground GI pipe line is to be wrapped with hessian cloth and painted with two coats of anticorrosive paint.
		Disposing off: The surplus excavated materials by mechanical transport lead up to 2KM to the nearby dumping pits/dumping areas within AIIMS / RPGMC Tanda campus identified by Engineer-in-charge, including all lifts, loading, unloading, stacking etc. complete as per specifications & as directed by the EIC.
		<b>ELECTRICAL WORK</b>
		1. The supplier shall be required to specify the total load requirements for the LINAC centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the LINAC centre. The mains panel & distribution panel should be provided by the supplier. Few lights in each room shall be connected to the UPS to provide emergency lighting.
		2. The electrical work shall include the following:

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		a. Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
		b. All the internal wiring including that of telephone, LAN, DICOM & PACS etc. will be of concealed variety.
		c. Double earthing with copper plate for the LINAC and all accessories should be as well as the earthing for the AC should be done by the supplier.
		d. Switches light and power points should be of modular type and of standard make as listed below.
		e. General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts
		All wires used must be FRLS (Fire Retardant with low smoke) type only
		<b>AIR CONDITIONING:</b>
		All rooms mentioned above need to be air-conditioned. Package Air Conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby provision to function 24 x 7.
		The outdoor units of AC should have grill coverings to prevent theft and damage.
		Ventilation is required in toilet.
		<b>Environment specifications:</b>
		a) Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
		b) Temperature ranges: 22 +/- 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
		c) Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
		<b>FURNITURE:</b>
		a) Revolving chairs height adjustable, medium-back with hand-rest – 6no.s.
		b) Chairs for patient waiting area – Three-seater (chrome plated). - 4 no.s.
		c) Cupboard with laminate door shutters for storage of spare parts and accessories and records as per

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	requirement. – 4 no.s.
	d) Drug trolleys for patient preparation area. – 1no.
	e) Patient trolley with rubber foam mattress to be kept in the patient preparation room. - 2 no.s.
	f) Name boards for all rooms. All the rooms in the complex will be signposted.
	g) Sun film & ventilation blinds will be put up in all windows.
	h) Tables for all Workstations.
	i) Changing rooms should have change lockers and dressing table.
	j) Dustbins (plastic with lid) - 10 no.s.
	All furniture items should be of standard make as mentioned in the table below.
	<b>FIRE SAFETY MEASURE:</b>
	1. A fire alarm system of reputed make with smoke/ heat detectors, indicator panels, call boxes, electronic sirens and wiring will be installed. Audio call bell system with intercom & remote locking /unlocking facility to be provided at the main door of the complex.
	2. Supplying, Installing Dry chemical power type fire extinguisher of 5kgs capacity, with initial filling in brand new cylinder with power coated finish, fitted with Gun metal union, high pressure CO2 gas cartridge, discharge hose, wall mounting bracket etc. complete, confirming to IS:2171 of approved make & complete as directed by EIC.
	<b>MISCELLANEOUS:</b>
	1. LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. – 4 no.s.
	2. Cabling of Network (LAN) connectivity and required CISCO switches for networking the LINAC, TPS, CT simulator, Brachytherapy and any other workstation used within the site.
	3. Broadband connection with static IP for REMOTE SERVICE of LINAC system.
	<b>SUGGESTED MANUFACTURERS / BRANDS:</b>
	A . FLOORING : VITRIFIED TILES - Somany, Kajaria , H&R Johnson, Marbonite, Granamite
	B . PAINT :- Dulux, Asian Paints , Nerolac
	C . PLUMBING : - Kohler, Jaguar , Grohe , Roca
	D . SANITARY ITEMS :- CERA, Hindware, Parryware
	E . ELECTRICAL -

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		1. CABLES - Finolux, Havells ,V-Guard
		2. SWITCHES - Legrand, L&T, Crabtree , Roma
		3. DISTRIBUTION BOX , MCB - Legrand, L&T, Siemens, Havels
		4. LIGHT FITTINGS - Philips / Crompton / Wipro.
		F . AIR CONDINTIONING: - Daikin, Hitachi, Blue Star, Voltas.
		G . FURNITURE : - Hermen Miller , Godrej , Featherlite
		GENERAL POINTS for Site - Modification :
		1. All items of work under this contract shall be executed strictly to fulfill the requirements laid down under "Basis of design" in the specifications. Type of equipment, material specification, methods of installation and testing and type of control shall be in accordance with the specifications, approved shop drawings and the relevant Indian Standards, however capacity of each component and their qualities shall be such as to fulfill the above mentioned requirement.
		2. The rate for each item of work included in the schedule of quantities shall, unless expressly stated otherwise, include cost of;
		3. All materials, fixing materials, accessories, appliances tools plants, equipment, transport, labour and incidents required in preparation for and in the full and entire execution, testing, balancing, commissioning and completion of work called for in the item and as per specifications and drawings.
		4. Wastage on materials and labour.
		5. Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other labour necessary in and for the full and entire execution and for the job in accordance with the contract documents, good practice and recognize principles.
		6. Mode measurement shall be as per specification.
		7. In the event of conflict between schedule of quantities and other documents including the specifications, the most stringent shall apply. The interpretation of the Architect/ Engineer shall be final and binding.
		<b>The following items to be quoted as OPTIONAL (price to be quoted separately)</b>
		1. Closed circuit cameras of reputed company should be provided in the examination room, console room, linear accelerator and waiting areas.

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		2. Patient waiting hall: Provision of 42" size flat screen colour television with close cabinet & DTH disc with setup box & CD/DVD Player.
		3. Music system for all rooms and waiting areas in the centre.
	<b>Any requirements for installation of equipments should be mentioned; otherwise handing over fully functional machine will be the responsibility of the vendor.</b>	
<b>D</b>	<b>FINANCIAL BID</b> (specify separately for desirable items)	Separately
		Cost
		<b>Deleted</b>
		Insurance up to installation & commissioning approval by AERB
		Transport and rigging
		Installation
		Essential spare parts
		<b>Update of equipment</b>
<b>E</b>	<b>VALIDITY OF QUOTATION</b>	Please specify
<b>F</b>	<b>WARRANTY:</b> applicable from the date of commissioning approval by AERB.	<b>5 Years for complete System and 5 years CMC:</b> includes 4 preventive maintenance/ year and all breakdown visits.
		All bought out items used in system / supplied by the bidder should also be included in the warranty.
<b>G</b>	<b>INDIVIDUAL WARRANTY.</b>	1. Accelerator Guide (Beam Centre Line)
	Please specify No. of Years	2. Bending Magnet
		3. Electron Gun
		4. Vacuum Pumps
		5. X-ray Target
		6. RF Source: Magnetron/Klystron
<b>H</b>	<b>UPTIME GUARANTEE (95 %) / PENALTY CLAUSE</b>	Penalty Calculation will be as under:
		1. 365 days a year, 24 hours a day, 7 days a week.
		2. For the whole system: INR 50,000 per day
		3. Penalty will be calculated 6 hours after telephonic/ SMS/ Email information to the vendor.
<b>I</b>	<b>DELIVERY SCHEDULE</b>	Please specify
<b>J</b>	<b>TRAINING OF STAFF</b>	2 Radiation Oncologists, 2 Medical Physicists & 2 RTTs for a two weeks in India, where such facility is available. Additional onsite training for 15 days.
<b>K</b>	<b>EQUIPMENT CERTIFICATION</b>	AERB type approval: please enclose certification.
		US FDA / CE approvals: please enclose certification(s).
		Enclose certification of calibration and inspection
		Log book with instruction for daily, weekly, monthly, quarterly and yearly maintenance check list.
<b>L</b>	<b>OTHER INFORMATION</b>	No. of similar models: India / World (enclose list of

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		institutions)
		No. of certified engineers in India (enclose list of names)
		Remote Diagnostics Facility (India / Abroad) availability
		All consumables required for installation, standardization testing of system should be included in the cost
		One digital camera for patient position photograph
		A two-way communication system
		Provide compliance to all points listed above
<b>M</b>	<b>ANY OTHER DETAILS</b>	Please specify
<b>N</b>	<p><b><u>Software and Hardware</u></b> Five Years warranty of all software and hardware and networking and software service agreement till ten years. All software and hardware <b>update</b> should be free of cost for the purchased functions and there shall be PC hardware refresh done in 4th and 8th year respectively.</p>	
<b>O</b>	<p><b><u>IMPORTANT: Please certify that “you will supply all the items required for regulatory clearances, running the entire system for at least 10 years, but not mentioned in the tender document or supply order/agreement.</u></b></p>	

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Sl.No	High Dose Rate Brachytherapy System
	<b>High Dose-Rate Brachytherapy Remote After-Loading System</b>
	Sealed tenders (sealed separately as the “Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principles for the supply of a latest technology High Dose-Rate (HDR) Brachytherapy Remote After-Loading System. The High Dose-Rate (HDR) Brachytherapy Remote After-Loading System includes Treatment Unit, Control Unit, Treatment Planning System and applicators and other required accessories for clinical application. The HDR system should be capable for the treatment of intracavitary, intraluminal, interstitial and surface mould brachytherapy. The offer system should be of the latest model. The vendor should provide commitment to be able to provide service and support for the offered new unit for at least 10 years from the date of installation.
	<b>Technical Specification</b>
<b>1</b>	<b>Brachytherapy Treatment Unit:</b>
<b>1.1</b>	The system should be capable for the treatment of intracavitary, intraluminal, interstitial and surface mould brachytherapy
<b>1.2</b>	The HDR system should be latest microprocessor and PC controlled and it must have latest hardware and advanced software.
<b>1.3</b>	The system should have minimum 20 channels or more for all types of brachytherapy treatments.
<b>1.4</b>	The system should be on wheels for easy mobility in the treatment area and provided with storage safe of lead/ tungsten alloy to guarantee and compatible with guidelines of international safety regulations especially AERB.
<b>1.5</b>	Specify the in-built radiation safety measures provided in the unit including power failure, emergencies, channels indexer, activity of the source and dose rate, verification system for channel number and connectivity of the applicator etc.
<b>1.6</b>	Specify the surface dose rate of the system source container when full strength of the source is loaded.
<b>1.7</b>	The treatment unit should have an in-built integrated radiation detector to check the safe return of the source (GM Type tube).
<b>1.8</b>	The source must be retractable and reach in the safe position in the events of an emergency/ power failure etc specifies the source retraction methods.
<b>1.9</b>	Refurnished / reconditioned unit should not be offered. The vender shall quote month and year of the fabrication of the unit and provide the certificate of the same of its being original.
<b>1.10</b>	The Source head should have adequate shielding. <b>The distance from the couch to the head should be adjustable.</b>
<b>1.11</b>	The System should have the dummy cable to check the treatment parameters prior to treatment.
<b>2</b>	<b>Radioactive Source</b>
<b>2.1</b>	The system should use radioactive sources of Ir-192
<b>2.2</b>	source strength should be of at least 10Ci Ir-192

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<b>2.2</b>	Please specify the activity, physical characteristics and dimensions of the source being supplied with the unit. Specify the number of source offered and usability period of the each source quoted. Please specify the following:
<b>(i)</b>	Specify the maximum source extension
<b>(ii)</b>	Specify the dwell position per catheter
<b>(iii)</b>	Specify the maximum dwell time per position in the catheter
<b>(iv)</b>	Specify the maximum treatable length in cm
<b>(v)</b>	Specify the accuracy in position in mm.
<b>(vi)</b>	Specify the active diameter and length of the source.
<b>(vii)</b>	Specify the mode of source movement in each channel of the unit
<b>(viii)</b>	Source cable must be able to pass through catheters of curvature 1.5 cm or less
<b>3</b>	<b>Treatment Control Console:</b>
<b>3.1</b>	Stand alone and independent PC based control unit should be provided with flat panel 21" or larger plasma color monitor, keyboard, mouse build in audio card, network card, backup media, printer etc and direct link with 3D-TPS to be supplied.
<b>3.2</b>	It should have protection circuit inbuilt to prevent treatment without proper applicator connection, door closing and proper index locking.
<b>3.3</b>	It should have all self-testing provision necessary for the treatment.
<b>3.4</b>	Control unit software should run on window application.
<b>3.5</b>	Access must be limited to authorized users with password protection
<b>3.6</b>	The treatment times must be automatically corrected for the decay of the radioactive source
<b>3.7</b>	There should be higher dwell position for the source in each channel
<b>3.8</b>	On-line extensive display of status codes with an indication of the action required
<b>3.9</b>	Large patient's database should be provided with a backup option to an external storage device
<b>3.10</b>	The system should provide real-time information during treatment.
<b>3.11</b>	Provision for checking of complete operation of the system prior to actual treatment including electronic and radiation safety checks should be available.
<b>4</b>	<b>Brachytherapy Treatment Planning System (TPS)</b>
<b>4.1</b>	A state-of-the-art brachytherapy planning system capable for performing conventional 2D and advanced 3D-treatment planning with dose-volume histogram analysis methods and different methods of optimization of the treatment plan and also inverse planning modules for planning of all treatment techniques like intracavitary, interstitial, intraluminal, and surface mould.
<b>4.2</b>	System should have input capability of receiving patient information i.e patient data through scanner, digitizer, and directly from CT, MRI, X-ray unit through DICOM 3.0/RT compatible interface.
<b>4.3</b>	The system should be capable of doing multimodality image registration and also should have the features of auto-contouring of the organs and applicator etc.
<b>4.4</b>	The 3D planning and viewing of dose distribution in coronal and sagittal cuts and any other possible cuts should be provided.



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4.5	The system should include the plan library, source and applicator library, optimization and isodose sharper tools and reporting tools etc. specify the features.
4.6	The treatment times must be automatically corrected for the decay of the radioactive source.
4.7	The system should be capable of summation of brachytherapy and external beam dose distribution and 3D viewing and <b>should be quoted as optional item and price must be quoted separately.</b>
4.8	The Networking (on-line) between HDR treatment unit and TPS should be provided and it should be connected with CT machine and simulator and other imaging modalities.
4.9	Hardware: Treatment planning system should have a latest computer with high speed with most modern graphics workstation, fast processor with RAM of maximum latest availability and should have a Hard Disk with large storing capacity of maximum available memory, Key Board, Mouse of latest configuration.
4.10	The system should have at least 21" TFT LCD Screen with high resolution for good visualization
4.11	For patient data input, high resolution FILM SCANNER should be provided.
4.12	One color printer A3/A4 size for printing the treatment planning and plotting of isodose should be provided.
4.13	The vendor should provide advanced model-based dose calculation algorithm for inhomogeneity correction in dose calculation as per the AAPM TG-186 recommendations.
<b>5</b>	<b>Applicators for HDR Unit</b>
5.1	Supply the standard accessories for the application of intracavitary, intraluminal, interstitial brachytherapy of cervix, vagina, rectum and head and neck esophagus and bronchial, biliary, breast and prostate applications. Applicators to be provided for;
5.2	Gynaecological applicator Fletcher-Suit type – 6 sets
5.3	Gynaecological application templates - <b>4 set (4 sets Syed-Neblet or 4 Sets of MUPIT with all required accessories)</b>
5.4	CT / MRI compatible gynaecological Fletcher-Suit type applicators – 2 sets
5.5	Vaginal / Rectal applicator – 6 sets
5.6	Esophagus applicator – <b>2 sets (8 Fr &amp; 6 Fr - 1 set each)</b>
5.7	Nasopharyngeal applicator – 2 sets
5.8	Intrabronchial Applicators (reusable)– 4 sets
5.9	Surface mould – 5 sets for IOHDR applications (Freiberg applicators)
5.10	All kinds of x-ray dummy markers (two sets) for the applicators supplied (wherever relevant). Interstitial implant plastic tubes – total 1000 numbers and Interstitial implant plastic needles- <b>50 numbers each (20 G &amp; 12 G)</b> and interstitial implant stainless steel applicators-20 numbers.
5.11	Provide the catalogues of the all the applicators. All the guide-tubes must be functional for 5 years.

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<b>5.12</b>	Vendor should provide extra two sets of transfer tubes for Gynecological applicator Fletcher-Suit type.
<b>6</b>	<b>Radiation Dosimetric, Quality Assurance (QA) and Safety System/Tools</b>
<b>6.1</b>	Quote necessary QA tools and radiation monitoring and measuring instrument being supplied with the unit.
<b>6.2</b>	Emergency container/ source container as per AERB norms
<b>6.3</b>	Brachy treatment table with all accessories (Motorized/Hydraulic locking clamp mounting and Lithotomy position support)
<b>6.4</b>	Source position simulator and source check ruler
<b>6.5</b>	Two online UPS with 30 min backup for total system (HDR machine and TPS)
<b>6.6</b>	Closed Circuit TV systems along with standby camera
<b>6.7</b>	X-ray reconstruction jig.
<b>6.8</b>	X-ray marker wire for all applicators.
<b>6.9</b>	Well-type chamber with calibration certificate should be provided.
<b>6.10</b>	Vendor should provide the Last-man-out switch (LMOS) for offered HDR machine as acceptable by AERB
<b>6.11</b>	Gamma Zone (Area) Monitors (one number): Gamma-Zone (Area) Monitor is used for radiation area monitoring around the interior walls of brachytherapy equipment. Gamma-Zone (Area) Monitors shall be able to measure and monitor x-rays and gamma-rays (dose/dose rates) of varying energy levels in minimum possible timeframe. System should have capability of warning alarm condition whenever the emergency exposure is in the treatment room. The measurement range: 0.1mR/h to 100mR/h and display units: $\mu$ R/h, mR/h, $\mu$ Sv/h, mSv/h. The detector shall be of GM based. Specify the details of the offer system.
<b>6.12</b>	Two-way communication between Patient & Console should be provided as standard.
<b>7</b>	<b>Equipment Warranty and Service:</b>
<b>7.1</b>	The vendor must quote for five years comprehensive warranty (including all spares and labour from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The vendors must submit their quote (Rate) also for subsequent five years comprehensive AMC (including all Spares and labor) in the price bid, failure to comply this condition will entail the rejection of the bids.
<b>7.2</b>	Five years warranty to be commenced from first patient treated as per AERB norms.
<b>7.3</b>	CMC year-wise for quoted machines, UPS, Battery and other accessories for next 5 years after warranty
<b>7.4</b>	Spare parts should be available for minimum of 10 years.
<b>7.5</b>	Source: (i) minimum 10 sources (Ir-192 source) should be offered for 5 years period (one source in every four months interval or as and when required) to maintain HDR treatment delivery. The 10 sources' cost should be quoted separately and this will be considered for L1 calculation. Loading of new source and unloading of the decayed source, source transportation, source export and disposal will be part of the offer.

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<b>7.6</b>	Quote the rates of consumables recommended valid for 5 years block.
<b>7.7</b>	Factory trained service engineer/Applications specialists should be available to look after the installation and maintainace of the system without patient treatment interruption.
<b>8</b>	<b>Staff Training and Manual/documentations</b>
<b>8.1</b>	<b>TRAINING OF STAFF</b> Radiation Oncologist : 1 Medical Physicist : 1 Radiotherapy technologist : 1 for a two weeks in India, where such facility is available. Additional onsite training for 15 days
<b>8.2</b>	User / Technical / Maintenance manuals to be supplied in English
<b>8.3</b>	Certificate of calibration and service inspection should be provided.
<b>9</b>	<b>National Regulatory Body and Radiation Safety and Protection Requirement:</b>
	The vendors should visit the site and user department to get the Plan Layout and should facilitate and coordinate with user department in communicating with AERB in providing all required information pertaining to radiation safety compliance of the concerned equipment till the clinical commissioing process of first patient treatment commencement.
	<b>Added para:</b> <b>UPTIME GUARANTEE (95 %) / PENALTY CLAUSE</b> <b>Penalty For the whole system: INR 5,000 per day for downtime exceeding 5% on 365 days a year x 24 hours a day x 7 days a week</b>
	<b>Scope of Work for Site Modification:</b>
	<b>General Requirements</b>
<b>1</b>	The Supplier should inspect the proposed site offered by the Consignee, wherein the HDR BRACHYTHERAPY SYSTEM has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the HDR BRACHYTHERAPY SYSTEM. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. (The site plan is attached herewith as Annexure I).
<b>2</b>	The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.
<b>3</b>	Vendor will have to quote Unit Rates of the following components of Site Modification work.
	i. Electrical work
	ii. Air conditioning (HVAC)
	iii. Flooring
	iv. Wall Finishing & Painting
	v. False Ceiling
<b>4</b>	The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.

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<b>5</b>	Bidder should clearly mention break up price of each component of Site Modification work separately.
<b>6</b>	The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
<b>7</b>	Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 7 TR HVAC is included for L1 calculation of the bids.
<b>8</b>	The HDR BRACHYTHERAPY CENTRE shall consist of the following rooms:
<b>a</b>	HDR BRACHYTHERAPY Treatment Room
<b>b</b>	Console room
<b>9</b>	The supplier shall be required to specify the total load requirements for the HDR BRACHYTHERAPY centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the HDR BRACHYTHERAPY centre. The mains panel and distribution panel for HDR BRACHYTHERAPY SYSTEM, HVAC, and LIGHTING should be provided by the supplier. Few lights in HDR BRACHYTHERAPY SYSTEM, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
<b>10</b>	The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.
	<b>THE ELECTRICAL WORKS:</b>
<b>1</b>	Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
<b>2</b>	All necessary cabling like LAN, DICOM & PACS for data interface between TPS and HDR BRACHYTHERAPY SYSTEM; CT-SIMULATOR & HDR BRACHYTHERAPY SYSTEM should be provided with adequate number of terminals.
<b>3</b>	All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
<b>4</b>	Earthing: Double-Earthing shall be provided with copper plate for the HDR BRACHYTHERAPY SYSTEM 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.
<b>5</b>	Switches light and power points should be of modular type and of standard make as listed below.
<b>6</b>	General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm, should be provided. Light dimming facility should be provided wherever it is necessary.
<b>7</b>	All wires used must be FRLS (Fire Retardant with low smoke) type only.
	<b>AIR CONDITIONING WORKS:</b>

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<b>1</b>	The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
<b>2</b>	The outdoor units of AC should have grill coverings to prevent theft and damage.
<b>3</b>	Stand-alone Room Dehumidifiers of adequate capacity for HDR BRACHYTHERAPY SYSTEM Room, Console Room and TPS Room to be provided to ensure condensation- free atmosphere for the high value equipment.
	<b>Environment specifications:</b>
	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
<b>4</b>	Temperature ranges: 22 ± 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
<b>5</b>	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
	<b>FLOORING WORKS:</b>
<b>1</b>	"600x600 mm vitrified tiles with 100mm matching tile skirting in HDR BRACHYTHERAPY SYSTEM Room & Console Room.
	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."
<b>2</b>	Floor levelling if required to be done by supplier. All installation related floor modification non-structural) like Turntable pit, trench etc to be done by supplier.
<b>3</b>	The HDR BRACHYTHERAPY SYSTEM room, Console Room will be made rodent /pest proof.
<b>4</b>	Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.
	<b>WALL FINISHING &amp; PAINTING</b>
<b>1</b>	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.
<b>2</b>	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.

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	<b>Note:</b> Providing all tools, tackles, materials, manpower for applying plastic enamel paint over
<b>3</b>	Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.
	<b>FALSE CEILING</b>
<b>1</b>	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.
	<b>MISCELLANEOUS:</b>
<b>1</b>	The HDR BRACHYTHERAPY SYSTEM room shall be provided with wall-mounted storage cupboards within HDR BRACHYTHERAPY SYSTEM room; to store: Dosimetry & QA Items, HDR BRACHYTHERAPY SYSTEM accessories.
<b>2</b>	Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within HDR BRACHYTHERAPY SYSTEM room
<b>3</b>	TPS room should be provided with LED X-ray film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size-2 nos.
<b>4</b>	The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx 1800 mm length; 750 mm height; 300 mm depth).
	<b>FURNITURE:</b>
<b>1</b>	Revolving chairs height adjustable, medium-back with hand-rest for Control room, TPS room - 12 Nos.
<b>2</b>	"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 HDR BRACHYTHERAPY SYSTEM and TPS."
<b>3</b>	Bookshelves: Four-door bookcase with glass doors, height approx. 1700 mm; to store manuals; CD/DVDs, spares etc-4 Nos.
<b>4</b>	Shoes Rack - 2 Nos.
	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>
<b>A</b>	<b>ELECTRICAL</b>
<b>1</b>	CABLES - Gloster, Universal, Polycab
<b>2</b>	WIRES - Finolex, Havells, V-Guard, RR Kabel, Gloster, Anchor
<b>3</b>	SWITCHES - Legrand, L&T, Crabtree , Roma, MK, Crabtree
<b>4</b>	DISTRIBUTION BOX , MCB - Legrand, L&T, Siemens, Havells
<b>5</b>	LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
<b>B</b>	<b>AIR CONDITIONING</b> -Daikin, Hitachi, Blue Star, Voltas

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<b>C</b>	<b>FURNITURE</b> -Hermen Miller, Godrej, Featherlite, Wipro
<b>D</b>	<b>FALSE CEILING</b> - Armstrong, Saint Gobain, Luxalon.
	<b>Note:</b>
<b>1</b>	The supplier must quote the Brachytherapy equipment and per unit cost of sources (i.e. minimum 10 sources for 5 years as per the technical specifications above), separately.
<b>2</b>	The supplier must deliver the sources at consignee site, as and when intimated by the client/ consignee, within 45 days of the intimation of requirement.

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<b>Sl.No</b>	<b>CT Simulator System-16 Slice</b>
	Sealed tenders (Sealed separately as the "Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principles for the supply of a state-of-the-art and latest technology based CT-Simulator. The CT-simulator includes CT scanner, laser system and virtual simulation system. The CT scanner should be of spiral multi-slice, large-bore at least 16 slices per rotation model which should be capable of 4DCT acquisition. It should also be capable of integrating with standard networking and PACS systems available in the hospital. The offered equipment should have the following technical features.
<b>1</b>	<b>CT Scanner system</b>
<b>1.1</b>	The system should be of latest slip-ring technology allowing acquisition of 16 slices per rotation with true isotropic volume acquisition and sub millimetre resolution of an at least 0.4mm.
<b>2</b>	<b>X-ray Generator</b>
<b>2.1</b>	High frequency x-ray generator with an output of <b>at least 80 KW</b> or more to support continuous and sustained operation. Please give details.
<b>3</b>	<b>X-ray Tube</b>
<b>3.1</b>	Tube current: <b>30- 600mA</b> or more. The mA rating at peak generator power must be mention.
<b>3.2</b>	The system should have mechanism for real time mA modulation for both Z axis and angular dose modulation
<b>3.3</b>	Tube voltage should be in the range of 80-140kV
<b>3.4</b>	X-ray Tube: The x-ray tube should have anode heat storage capacity of <b>8 MHU or more or direct cooling.</b>
<b>3.5</b>	The anode peak heat dissipation rate should be 700 KHU/min or more angular dose modulation.
<b>3.6</b>	The x-ray tube should have single/dual focal spot (please specify the size of each focal spot).
<b>3.7</b>	Filter and beam limiting device: Their Al equivalent (at least 5mm) and X ray beam tracking feature or any other specific features to reduce radiation dose to the patient must be specified.
<b>4</b>	<b>Gantry</b>
<b>4.1</b>	Gantry aperture should be minimum 80 cm or more
<b>4.2</b>	Gantry tilt should be at least $\pm 30$ degree
<b>4.4</b>	Entire range of rotation times for full 360 degree should be specified.
<b>4.5</b>	Remote controlled tilt from operator table should be possible.
<b>4.7</b>	Laser alignment lights should define accurately actual scan of plane. It should operate over full range of gantry tilt.
<b>5</b>	<b>Patient Table</b>
<b>5.1</b>	The scanning table should be universally flat with flat table top and should be compatible with tables of linear accelerators (Commercially available LINAC from either M/s Elekta or M/s. Varian) installed. The table should have patient positioning index system on carbon fibre table top.
<b>5.2</b>	The table should be able to bear weight up to 200 Kg or more.



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5.3	Table should have the metal-free scan range should be at least 150 cm.
5.4	Horizontal accuracy should be $\pm 0.50$ mm or less
5.5	Vertical table travel range should be specified. Minimum at least 55cm height.
5.6	Table should support the immobilization accessories for conformal and stereotactic procedures. QA phantom holder, water level phantom and laser calibration bar should be provided.
5.7	The table should have total free floating facility
5.8	All patients positioning accessories including tilt should have control both from gantry and control console
6	<b>CT scanning parameters</b>
6.1	The slice thickness should be users selectable which range from 1 mm to 10 mm.
6.2	Minimum scan time for full 360 degree rotation should be 0.5 seconds or less for whole body applications.
6.3	Maximum true scan field of view should be at least 50 cm or more
6.4	Extended reconstruction FOV of at least 70cm should be possible.
6.5	Gapless spiral length should be 150cm or more.
6.6	Specify single continuous spiral-on-time should be minimum 100 seconds or more.
6.7	The system should automatically optimize radiation dose and resolution for each selection.
6.8	Bolus triggered spiral acquisition should be possible. Give detail of sub millimetre resolution.
6.9	Both spiral and sequential mode acquisition should be possible for all scanning protocols.
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 hardware with commercially available LINAC based image acquisition solutions. <b>Hardware will not be taken for L1 calculation. Hardware is optional. (Price for hardware should be quoted)</b>
7	<b>Scanogram / Topogram</b>
7.1	Length and width: specify the range
7.2	Scan times: specify the range
7.3	Views: should be feasible in frontal and lateral views
7.4	Should be possible to interrupt acquisition manually once the desired anatomy is obtained.
8	<b>Data Acquisition system</b>
8.1	Detector: Please specify the number of detectors, detector design and type of detector.
8.2	Number of rows with their thickness, number of elements in each row
8.3	Mention the channels per row and number of projections

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<b>8.4</b>	In-built mechanism for adapting the tube current during each scan. This should enable radiation dose reduction where body part thickness is less. Specify the mechanism used in the offered system.
<b>8.5</b>	There should be in-built paediatric protocols adapted to weight and/or age.
<b>8.6</b>	Specify available mechanisms to reduce the effective patient dose.
<b>9</b>	<b>Image Reconstruction:</b>
<b>9.1</b>	Real-time reconstruction speed: 10 images per second or more at 512x512 matrix.
<b>9.2</b>	Display matrix should be minimum 1024 x 1024 or more.
<b>9.3</b>	Freely selectable window width and centre with organ specific pre-set windows be possible
<b>9.4</b>	Retrospective reconstruction with variable slice thickness should be possible.
<b>10</b>	<b>Image Quality</b>
<b>10.1</b>	High Contrast Spatial Resolution: It should be 15 lines pair per cm or better <b>(for 50 cm FOV)</b> maximum at 0% MTF Clearly specify the phantom used, scan time, mA, filter for image reconstruction, scan field, dose and MTF.
<b>10.2</b>	Low Contrast Detectability: The low contrast resolution for CATPHAN should be at least 5mm or less at 0.3% using 20cm CATPHAN phantom on 10mm slice thickness.
<b>10.3</b>	Spiral parameters: Different selection of pitch should be possible, from 0.5 to <b>1.5 or more</b> in 0.1 increments. Inter scan delay in different group of spiral should not be more than 5 seconds.
<b>10.4</b>	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. <b>CATPHAN 500</b> with appropriate module should be supplied.
<b>11</b>	<b>CT Control Console</b>
<b>11.1</b>	It should have 19" or more TFT flat screen LCD colour monitor for display of 1024 x 1024 matrix or more.
<b>11.2</b>	Computer CPU systems should be running on a high-end workstation platform with UNIX/LINUX/ Window of latest configuration. RAM size must be at least 8GB or better.
<b>11.3</b>	All functions viz. registration, scheduling, scanning, image reconstruction, image evaluation tools, post processing tools, film documentation and transfer of images, MPR, CT, maximum intensity projection, 3D with SSD etc should be possible from main console and workstation
<b>11.4</b>	Image storage of 250 GB or more for at least 2, 50,000 or more images in 512 x 512 matrixes uncompressed or better (quote the latest configuration)
<b>11.5</b>	Laser colour printer A4 size, latest model should be provided.: 1 no.
<b>11.6</b>	CD/DVD facility for archiving must be available.
<b>11.7</b>	The image reconstruction time should be less than 1.5 second for any mode.
<b>11.8</b>	The system should have fully DICOM complaint. DICOM compliance statement should be provided.
<b>11.9</b>	An integrated intercom for bi-directional speaker communication between operator and patient and also automated patient instruction (API) system should be provided.

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<b>12</b>	<b>Laser System</b>
<b>12.1</b>	The CT-Simulator laser systems should have at least three moving lasers, computer controlled, for marking the isocenter without moving the table top. Following the isocenter localization in the CT-Simulation workstation, the isocenter coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving table, the laser point to the isocenter. The laser must be GREEN LASER system. Complete quality assurance tools must be provided.
<b>12.2</b>	In addition to the moving laser, the CT -Scanner should have conventional in-built lasers for positioning the patient.
<b>12.3</b>	The vendor should give a complete description about the laser marking system offered and how the CT-Simulation software integrates with it.
<b>13</b>	<b>CT-Simulation/Virtual Simulation System</b>
<b>13.1</b>	The CT-Simulation/Virtual Simulation System should be possible to simulate all kinds of teletherapy machines in the simulation workstations without any kind of restrictions. It should support IEC, Varian, Elekta and other user defined linear accelerator conventions.
<b>13.2</b>	It should be possible to visualize interactively reference views in axial, coronal, sagittal, isocenter image planes and in any oblique direction with overlay of beams on digitally reconstructed radiograph (DRR).
<b>13.3</b>	DRR must provide fully divergent beam's eye view (BEV) 512x512 images.
<b>13.4</b>	The DRR and BEV/Room-eye view image should display the machine diagram to allow real-time checking of machine and patient geometry.
<b>13.5</b>	The system should be possible to support and define the asymmetric features in the Simulation software.
<b>13.6</b>	The system should be possible to support and define the Multileaf collimator placement of 40 or more pairs of MLC leaves in the simulation software.
<b>13.7</b>	A <b>client-server</b> based advanced visualization solution with minimum 20,000 concurrent slices capacity and minimum 2.5 TB storage capacity provided on the server. <b>Two no.s</b> of CT simulation workstations must be provided in addition to the CT workstation.
<b>13.8</b>	System should incorporate CT, MRI, PET and SPECT into localization, image fusion and registration.
<b>14</b>	<b>Contouring</b>
<b>14.1</b>	Volume definition should be possible using volume segmentation using threshold, free hand contour tracing, contour editing, 3D anisotropic margins etc. and any other advanced tools
<b>14.2</b>	System must be able to contour in axial, sagittal, coronal and oblique projections.
<b>14.3</b>	It should be possible to do manual, semi-automated, fully-automated contouring in the images by defining volume of interest.

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<b>14.4</b>	The software should have facility for automated uniform/non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) on all three dimensions by same magnitude or by different magnitude to define the planning target volume (PTV).
<b>14.5</b>	It should be possible to copy one organ to another with margin, and margins on a single slice, a range of slice or all slices.
<b>14.6</b>	Interpolate algorithm should be available to provide interactive, shape and interpolation i.e. after contouring only in selected slices. The algorithm should automatically interpolate the closely fitting contour in other slices. Interpolated contour may be edited; accepted or rejected.
<b>14.7</b>	Tracking of source to skin distance and contouring/extracting of wall should be possible
<b>14.8</b>	System should have the capability of 3D viewing and volume rendering should be possible.
<b>14.9</b>	The software should provide the density value (in Hounsfield Unit) of a particular point on an image. It should compute distances along straight line and curved line, angles between lines, and radius of the curvatures for curves.
<b>14.10.</b>	Any other advanced features which may be of standard or optional, should be specified.
<b>15</b>	<b>Isocenter Management</b>
<b>15.1</b>	The software should support separate isocenters for multiple target volumes or general regions
<b>15.2</b>	Marked and final isocenters should be reported and displayed in the localization package for easy confirmation of a physical simulation session.
<b>15.3</b>	Hardcopy of the isocenter coordination should be possible for record of the simulation.
<b>15.4</b>	Isocenter positioning should be automatic.
<b>15.5</b>	No limit on number of isocenters per target.
<b>16</b>	<b>Beam Placement and Definition</b>
<b>16.1</b>	If should support extensive beam shapers (shielding blocks etc.) and beam definition methods.
<b>16.2</b>	Manual or automatic beam placement tool.
<b>16.3</b>	Beam shaping should be possible in multiple ways like automatic shielding block, definition conforming to selected volume, definitions aperture or shielding manual free hand definition, automatic collimator jaw or multi leaf position definition.
<b>16.4</b>	It should be possible to define this asymmetric collimator feature, where both the X and Y axis are asymmetric, in the CT simulation software. Similarly the software should allow multi-leaf-collimator placement up to 40 pairs or more.
<b>17</b>	<b>DRR Features</b>
<b>17.1</b>	Interactive DRR calculation mode must be available.
<b>17.2</b>	Automatic window width/level selection for DRR.
<b>17.3</b>	DRR should be interactively updated when the isocenter position is modified.
<b>17.4</b>	Should be possible to highlight or suppress different density region in the DRR.

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<b>17.5</b>	Printing of DRR images should be possible. DRR presets should be user defined.
<b>17.6</b>	Reconstruction of DRRs should be real-time or sub-second.
<b>17.7</b>	Real-time display of DRR as beam parameter changed should be possible.
<b>17.8</b>	Differential tissue weighting in DRR calculation should be possible.
<b>17.9</b>	Facility to display BEV on MPR with fields and blocks displayed divergently.
<b>17.10.</b>	Any other advanced features available should be specified.
<b>18</b>	<b>Data Import/Export and Connectivity</b>
<b>18.1</b>	System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific data and private objects, DICOM RT plans and data sets.
<b>18.2</b>	System should be able to import DICOM RT data to the Linear accelerator , Brachytherapy of any vendor
<b>18.3</b>	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.
<b>18.4</b>	Specify clearly the DICOM-RT import and export licenses that are being offered.
<b>18.5</b>	The entire CT-Simulation system must be interconnected (all the workstations, laser systems, printers, etc.) must be integrated to treatment machines available in the department for smooth transferring of images and DICOM-RT structures.
<b>19</b>	<b>Archiving and Documentation</b>
<b>19.1</b>	A Colour dye sublimation printer to be supplied along with system. DICOM print should be possible.
<b>19.2</b>	Adobe PostScript Printing should be possible.
<b>19.3</b>	Archiving should be provided in the server in DICOM format.
<b>19.4</b>	User / Technical / Maintenance manuals to be supplied in English.
<b>19.5</b>	Certificate of calibration and inspection : List of Equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service / technical manual.
<b>19.6</b>	Suitable Online UPS with 30 minutes backup to be supplied. The Workstations , Server , Printers should be powered using the UPS .
<b>19.7</b>	List of important spare parts and accessories with their part number and costing.
<b>19.8</b>	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.
<b>20</b>	<b>Equipment Warranty and Service Facilities</b>
<b>20.1</b>	Five years warranty to be commenced from first patient treated as per AERB norms.
<b>20.2</b>	CMC year-wise for quoted machine, UPS, Battery and other accessories for next 5 years after warranty period.
<b>20.3</b>	95% uptime warranty/guarantee during warranty and CMC period.
<b>20.4</b>	Spare parts should be available for minimum of 10 years.

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<b>20.5</b>	During the warranty period, all the software updates should be provided without asking for free of charge.
<b>20.6</b>	Equipment Warranty and Service Facilities Factory trained service engineer/Applications specialists should be available <b>across India</b> to look after the installation and maintenance of the system without patient treatment interruption.
<b>21</b>	<b>Standards, Safety and Training</b>
<b>21.1</b>	Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have <b>AERB type approval or NOC.</b>
<b>21.2</b>	Should be USA-FDA and/or European CE certified product.
<b>21.3</b>	The vendor should provide comprehensive training on CT-Simulator in a well advanced center <b>in the country</b> where the system is in clinical use , for two persons (one for Radiation Oncologist, one for Medical Physicist).The training period should be at least for One week.
<b>21.4</b>	On-site Application training should be provided for minimum two weeks for all staff members in the department.
<b>22</b>	<b>General Terms &amp; Condition</b>
<b>22.1</b>	Any optional items to be quoted separately with separate prices in price bid.
<b>22.2</b>	The vendor shall list the number of their CT-Simulator installation/user in India.
<b>22.3</b>	All claims regarding meeting the specification should be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer.
<b>22.4</b>	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.
<b>23</b>	<b>Scope of Work for Site Modification:</b>
	<b>General Requirements</b>
<b>23.1</b>	The Supplier should inspect the proposed site offered by the Consignee, wherein the CT SIMULATOR has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the CT SIMULATOR. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. The area considered for site-modification cost calculation is 1000 sq.ft. However the payment for Site Modification work will be made on measurement of area of work done.
<b>23.2</b>	The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.
<b>23.3</b>	Vendor will have to quote Unit Rates of the following components of Site Modification work.
<b>23.3.i</b>	Electrical work
<b>23.3.ii</b>	Air conditioning (HVAC)
<b>23.3.iii</b>	Flooring
<b>23.3.iv</b>	Wall Finishing & Painting
<b>23.3.v</b>	False Ceiling

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<b>23.4</b>	The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.
<b>23.5</b>	Bidder should clearly mention break up price of each component of Site Modification work separately.
<b>23.6</b>	The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
<b>23.7</b>	Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for <b>16 TR HVAC</b> is included for L1 calculation of the bids.
<b>23.8</b>	The CT SIMULATOR CENTRE shall consist of the following rooms:
<b>23.8.i</b>	CT SIMULATOR examination Room
<b>23.8.ii</b>	Console room
<b>23.8.iii</b>	UPS room
<b>23.9</b>	The supplier shall be required to specify the total load requirements for the CT SIMULATOR centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT SIMULATOR centre. The mains panel and distribution panel for CT SIMULATOR, HVAC, and LIGHTING should be provided by the supplier. Few lights in CT SIMULATOR, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
<b>23.10</b>	The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.
<b>23.11</b>	<b>THE ELECTRICAL WORKS:</b>
<b>23.11.i</b>	Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
<b>23.11.ii</b>	All necessary cabling like LAN, DICOM & PACS for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HRD BRACHY system , CT-SIMULATOR & LINAC should be provided with adequate number of terminals.
<b>23.11.iii</b>	All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
<b>23.11.iv</b>	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.
<b>23.11.v</b>	Switches light and power points should be of modular type and of standard make as listed below.
<b>23.11.vi</b>	General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm type should be provided. Light dimming facility should be provided wherever it is necessary.
<b>23.11.vii</b>	All wires used must be FRLS (Fire Retardant with low smoke) type only.
<b>23.12</b>	<b>AIR CONDITIONING WORKS: (16 TR HVAC: 10 TR + 6 TR backup)</b>

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<b>23.12.i</b>	The area marked for Site Modification work needs to be air-conditioned. Duct-able split Air Conditioners and Split Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
<b>23.12.ii</b>	The outdoor units of AC should have grill coverings to prevent theft and damage.
<b>23.12.iii</b>	Stand-alone Room Dehumidifiers of adequate capacity for CT SIMULATOR Room, Console Room and TPS Room to be provided to ensure condensation-free atmosphere for the high value equipment.
<b>23.13</b>	<b>Environment specifications:</b>
<b>23.13.i</b>	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
<b>23.13.ii</b>	Temperature ranges: 22 ± 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
<b>23.13.iii</b>	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
<b>23.14</b>	<b>FLOORING WORKs:</b>
<b>23.14.i</b>	600x600 mm vitrified tiles with 100 mm matching tile skirting in CT SIMULATOR Room & Console Room.
<b>23.14.i.a</b>	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."
<b>23.14.ii</b>	Floor levelling if required to be done by supplier. All installation related floor modification non-structural) like Turntable pit, trench etc. to be done by supplier.
<b>23.14.iii</b>	50 mm thick cement concrete flooring with 3 mm Vinyl flooring in UPS Room / CT Equipment Room
<b>23.14.iv</b>	The CT SIMULATOR room, Console Room will be made rodent /pest proof.
<b>23.14.v</b>	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.
<b>23.15</b>	<b>WALL FINISHING &amp; PAINTING</b>
<b>23.15.i</b>	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.
<b>23.15.ii</b>	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.



**Item No 03**

	Colour to be approved by institute.
<b>23.15.iii</b>	Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over
<b>23.15.iv</b>	Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.
<b>23.16</b>	<b>FALSE CEILING</b>
<b>23.16.i</b>	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.
<b>23.17</b>	<b>MISCELLANEOUS:</b>
<b>23.17.i</b>	The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT SIMULATOR accessories.
<b>23.17.ii</b>	Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within CT SIMULATOR room
<b>23.17.iii</b>	The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx 1800mm length; 750 mm height; 300 mm depth).
<b>23.17.iv</b>	Lead Glass: 200 x 150 cm or more with Lead equivalent to meet safety requirements of AERB to be supplied.
<b>23.17.iv</b>	Fire detection system – Comprising of of fire panel, smoke / heat detectors.
<b>23.18</b>	<b>FURNITURE:</b>
<b>23.18.i</b>	Revolving chairs height adjustable, medium-back with hand-rest for Console room, TPS room - 12 Nos.
<b>23.18.ii</b>	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 Workstations shall be provided with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS.
<b>23.18.iii</b>	Bookshelves: Four-door bookcase with glass doors, height approx 1700mm; to store manuals; CD/DVDs, spares etc-4 Nos.
<b>23.18.iv</b>	Shoes Rack - 2 Nos.
<b>23.19</b>	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>
<b>23.19.a</b>	<b>ELECTRICAL</b>
<b>23.19.a.i</b>	CABLES - Gloster, Universal, Polycab
<b>23.19.a.ii</b>	WIRES - Finolex, Havells, V-Guard, RR Kabel, Gloster, Anchor
<b>23.19.a.iii</b>	SWITCHES - Legrand, L&T, Crabtree , Roma, MK, Crabtree
<b>23.19.a.iv</b>	DISTRIBUTION BOX , MCB - Legrand, L&T, Siemens, Havels

**Item No 03**

<b>23.19.a.v</b>	LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
<b>23.19.b</b>	AIR CONDITIONING -Daikin, Hitachi, Blue Star, Voltas
<b>23.19.c</b>	FURNITURE -Hermen Miller, Godrej, Featherlite, Wipro
<b>23.19.d</b>	FALSE CEILING - Armstrong, Saint Gobain, Luxalon.

## GENERAL TECHNICAL SPECIFICATIONS

### GENERAL POINTS:

#### 1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.**

#### 2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

#### 3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.

#### 4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. 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.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

- f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

**5. Site Modification Work:**

Site Modification Work is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Site Modification Work details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Site Modification Work of each Hospital/Institution/Medical College. The Site Modification Work costs to be quoted in Indian Rupee will be added for Ranking Purpose.

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 duties and taxes and no claim for the same will be entertained later.

The Site Modification Work should completely comply with AERB requirement, if any.

**Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

**Note 2:** General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment s. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

**Note 3:** Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period and CMC period

**Section – VIII**

**Quality Control Requirements**

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the **manufacturer(s)** for the goods quoted for.

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - e. telephone number
  - f. fax number
- 02 Plant and machinery details:
- 03 Manufacturing process details:
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
  
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. type test
  - b. BIS/ISO certification
  - c. any other
- 08 Details of staff
  - a. technical
  - b. skilled
  - c. unskilled

**Signature and seal of the Tenderer**

**Section – IX**  
**Qualification Criteria**

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
- 2(a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
- 2(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.
3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

**NOTE:**

1. The tenderer shall give an affidavit as under:  
**“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”**
2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.  
The manufacturer (Tenderer)/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser
5. **The bidder should submit the manufacturer’s production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**
6. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA 'A'**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

**Signature and seal of the Tenderer**

**\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**\*\* The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

**Section – X**  
**TENDER FORM**

To,  
COO

Date\_\_\_\_\_

HLL Infra Tech Services Limited  
Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of



**SECTION – XI**  
**PRICE SCHEDULE**

Price to be filled in the relevant field of Price Format in Excel provided in the e-tendering portal.

**SECTION – XII**  
**QUESTIONNAIRE**

**Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the C-Folder**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified scanned copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues, their tender is liable to be ignored.

Note: *The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in the Notes & Attachment under Rfx information (Please note, in the separate Notes & Attachment provided under Rfx information and not in the C-Folder Notes & Attachments).*

**SECTION – XIII**

**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the “Tenderer”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - fails or refuses to furnish the performance security for the due performance of the contract or
  - fails or refuses to accept/execute the contract or
  - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XIV**

**MANUFACTURER'S AUTHORISATION FORM**

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

\_\_\_\_\_ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

*[Signature with date, name, designation and Email]*

for and on behalf of Messrs \_\_\_\_\_

*[Name & address of the manufacturers]*

Note:

- (1) This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
- (2) Original letter may be sent.*
- (3) The purchaser reserves the right to verify this document with its signatory.*

**SECTION – XV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to \_\_\_\_\_ (indicate date).

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XVI**

**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN,  
TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser/Consignee  
Office issuing the contract)

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award

**Note:** The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

\_\_\_\_\_  
 (Signature, name and address  
 of the Purchaser's/Consignee's authorised official)  
 For and on behalf of \_\_\_\_\_

Received and accepted this contract  
 (Signature, name and address of the supplier's executive  
 Duly authorised to sign on behalf of the supplier)  
 For and on behalf of \_\_\_\_\_  
 (Name and address of the supplier)  
 (Seal of the supplier)

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

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



**CONTRACT FORM – B**

**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_

Between

(Address of Head of Hospital)

And

(Name & Address of the Supplier)

**Ref: Contract No \_\_\_\_\_ dated \_\_\_\_\_ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4					5
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)

3. The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Site Modification Work (if any).

4. There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
5. During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least twice in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
6. All software updates should be provided free of cost during CMC.
7. The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
9. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
10. **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. Hospital authorised official)

\_\_\_\_\_  
(Signature, name and address  
of Hospital authorised official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract.

(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

(Seal of the supplier)

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

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

**SECTION – XVII**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative)

The following store(s) has/ have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier's Name : \_\_\_\_\_
- 3) Consignee's Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of Authorized  
Representative of Consignee : \_\_\_\_\_
- 8) Signature of Authorized Representative of  
Consignee with date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

SECTION – XVIII

**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subject: Certificate of commissioning of equipment /plant.

This is to certify that the equipment (s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment (s)/plants: \_\_\_\_\_
- (c) Equipment (s)/ plant(s) nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Bill of Loading/Air Way Bill/Railway  
 Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/Transporters: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of site hand-over to the supplier by consignee: \_\_\_\_\_
- (i) Date of commissioning and proving test: \_\_\_\_\_

**Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment (s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is.....

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

*(Signature)*

*(Name)*

*(Designation with stamp)*

**## Explanatory notes for filling up the certificate:**

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment (s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**Section – XIX**

**Consignee List**

Sl. No.	Name of Hospital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
1	The Principal Jawahar Lal Nehru Medical College S. R. Rajpath, Katahalbari, Khanjarpur, Bhagalpur, Bihar 812001 Phone: 0641-2401078, 2400903/ 094700 03013 Email: <a href="mailto:principal.jlnmc@rediffmail.com">principal.jlnmc@rediffmail.com</a> , <a href="mailto:jlnmcbgp@gmail.com">jlnmcbgp@gmail.com</a>	JLNMC- Bhagalpur	Bihar	Kolkata	Kolkata
2	The Dean/ The Principal Anugrah Narayan Magadh Medical College & Hospital- Gaya Sher Ghati Road, Neema Tola, Gaya, Bihar 823001 Phone : 0631-2410339 EMail : <a href="mailto:princ_anmmc@rediffmail.com">princ_anmmc@rediffmail.com</a>	ANMCH- Gaya	Bihar	Kolkata	Kolkata
3	The Director / Principal Patna Medical College Patna-800004 Office: 0612-2300343,18003456255 Email: <a href="mailto:info@patnamedicalcollege.com">info@patnamedicalcollege.com</a> , <a href="mailto:principalsoffice@rediffmail.com">principalsoffice@rediffmail.com</a>	PMC- Patna	Bihar	Kolkata	Kolkata
4	The Principal Chhattisgarh Institute of Medical Sciences (CIMS) Sardar Vallabh Bhai Patel Hospital Sadar bazaar Rd, Dabripara, Bilaspur, Chhattisgarh 49500 Phone: +91-7752-230030 Email: <a href="mailto:deancims@gmail.com">deancims@gmail.com</a>	CIMS- Bilaspur	Chhattisgarh	Kolkata	Kolkata
5	The Principal Late Baliram Kashyap Memorial Govt. Medical College Dimrapal,, Jagdalpur, Chhattisgarh 494001 Tel: 077822 31403 / +(91)-07782- 231403 Email: <a href="mailto:gmcjagdalpur@gmail.com">gmcjagdalpur@gmail.com</a>	LBKMGMC- Jagdalpur	Chhattisgarh	Kolkata	Kolkata

**HLL Infra Tech Services Limited**

<b>Sl. No.</b>	<b>Name of Hospital and Address</b>	<b>Consignee Code</b>	<b>State</b>	<b>Airport</b>	<b>Dry Port/ Seaport</b>
6	The Principal University College of Medical Sciences-GTB Hospital Dilshad Garden, Delhi - 110 095 Phone No. : 91-11-22582972-74 Email: <a href="mailto:principal@ucms.ac.in">principal@ucms.ac.in</a>	UCMC-GTBH	Delhi	Delhi	ICD TKD/ PPD
7	The Dean Govt. Medical College, Bhavnagar Nr. ST Bus Stand, Jail Road Bhavnagar 364001 (Gujarat - INDIA). Phone No. : 0278-2430808, {R} 0278-2510236 Email: <a href="mailto:dean.health.bhavnagar@gmail.com">dean.health.bhavnagar@gmail.com</a>	GMC-Bhavnagar	Gujarat	Ahmedabad	Mundra / Pipavav / Kandla
8	The Principal Govt. Medical College, Surat MAJURAGATE, Surat, Gujarat 395001 Phone No. : 0261 – 2244175 Email: <a href="mailto:dean.health.surat@gmail.com">dean.health.surat@gmail.com</a> , <a href="mailto:deangmcs-gj@nic.in">deangmcs-gj@nic.in</a>	GMC-Surat	Gujarat	Ahmedabad	Mundra / Pipavav / Kandla
9	The Dean / Principal Mahatma Gandhi Medical College, Indore A.B.Road, Indore - 452 001, (M.P.), India Ph: 0731-2527383, 2527679 Email Address: <a href="mailto:deanlibrary@gmail.com">deanlibrary@gmail.com</a>	MGMC-Indore	Madhya Pradesh	Mumbai	Nhavasheva Port
10	The Principal S.C.B. Medical College , Cuttack Manglabag, Cuttack-753007 Phone : 0671- 2414355 Email: <a href="mailto:scbmcctc@gmail.com">scbmcctc@gmail.com</a>	SCBMC-Cuttack	Odisha	Kolkata	Kolkata
11	The Director/ Principal SMS Medical College, JAIPUR J.L.N. Marg, Jaipur-302004, Rajasthan-India Phone: - 0141-2560291 & 0141-2518222 Email: <a href="mailto:officeprincipalsmsmc@gmail.com">officeprincipalsmsmc@gmail.com</a>	SMSMC-Jaipur	Rajasthan	New Delhi	ICD TKD/ PPD

**HLL Infra Tech Services Limited**

<b>Sl. No.</b>	<b>Name of Hospital and Address</b>	<b>Consignee Code</b>	<b>State</b>	<b>Airport</b>	<b>Dry Port/ Seaport</b>
12	The Director/ Principal S.N. Medical College, Agra Moti Katra, Agra - 282002 (U.P) India Phone: +91-562 2260353 Email: <a href="mailto:deansnmc@yahoo.in">deansnmc@yahoo.in</a>	SNMC- Agra	Uttar Pradesh	New Delhi	ICD TKD/ PPD
13	The Director/ Principal GSVM Medical College, Kanpur Swaroop Nagar, Kanpur ,Uttar Pradesh-208002 Phone: +91-512-2535483 Email: <a href="mailto:gsvm_knp@yahoo.co.in">gsvm_knp@yahoo.co.in</a>	GSVM- Kanpur	Uttar Pradesh	New Delhi	ICD TKD/ PPD
14	The Principal AIIMS, AIIMS Temporary Campus, First Floor, Government Siddhartha Medical College, NH 16 service road, Gunadala, Vijayawada (AP), 520008 Phone:+91 0866 2454500 Email: <a href="mailto:dda.mangalagiri@aiims.gov.in">dda.mangalagiri@aiims.gov.in</a>	AIIMS- Manglagiri	Andhra Pradesh	Hyderaba d	Visakapatna m
15	The Principal AIIMS, Kalyani Rd, Basantapur, West Bengal 741245 Phone: 0477 228 2611 Email: <a href="mailto:tmcappuzha@gmail.com">tmcappuzha@gmail.com</a>	AIIMS- Kalyani	West Bengal	Kolkata	Kolkata
16	The Principal All India Institute of Medical Sciences, Nagpur IIMS Temporary Campus, Government Medical College, Nr. Hanuman Nagar Nagpur, Pin: 440003 Phone:Phone o712 2744922 Email: <a href="mailto:info@aiimsnagpur.edu.in">info@aiimsnagpur.edu.in</a>	AIIMS- Nagpur	Maharashtra	Mumbai	Mumbai
17	The Principal AIIMS, Gorakhpur, Uttar Pradesh Phone:+91 0866 2454500 Email: <a href="mailto:dda.mangalagiri@aiims.gov.in">dda.mangalagiri@aiims.gov.in</a>	AIIMS- Gorakhpur	Uttar Pradesh	New Delhi	ICD TKD/ PPD

**Note:** The consignee will ensure timely issue of NMIC, CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.



**APPENDIX – A**

No. P-45021/2/2017-B.E.-II  
Government of India  
Ministry of Commerce and Industry  
Department of Industrial Policy and Promotion  
\*\*\*\*

Dated 15<sup>th</sup> June, 2017  
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017**

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued :**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Local supplier'* means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

*'L1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'margin of purchase preference'* means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

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'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
  - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
    - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
  - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
    - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
    - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

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duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
- reduce the minimum local content below the prescribed level;
  - reduce the margin of purchase preference below 20% ;
  - exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.
- A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
- Secretary, Department of Industrial Policy and Promotion—Chairman
  - Secretary, Commerce—Member
  - Secretary, Ministry of Electronics and Information Technology—Member
  - Joint Secretary (Public Procurement), Department of Expenditure—Member
  - Joint Secretary (DIPP)—Member-Convenor
- The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

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17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - shall annually assess and periodically monitor compliance with this Order
  - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - may require furnishing of details or returns regarding compliance with this Order and related matters
  - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)  
Under Secretary to Government of India  
Ph. 23061257

**APPENDIX-B**  
**INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_ day of the month of \_\_ 20\_\_

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s. \_\_\_\_\_ with office at represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

#### Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.

2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors /

Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora, Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd

B-14-A, sector 62, Noida 201307, U.P

Tel: 0120 4071500

Residence: B-333, Chittaranjan Park; New Delhi – 110019

Tel: 011 26273406; Mobile: +91 8130588577; Email: [iem@hllhites.com](mailto:iem@hllhites.com)

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8.Criminal charges against violating Bidder(s)/

Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents,

including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HITES.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HITES Lifecare Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign supplier