

# **TENDER ENQUIRY DOCUMENT**

**FOR PROCUREMENT OF LINEAR ACCELERATOR**

**FOR**

**Tertiary Cancer Care Centre  
at  
Government Medical College, Kozhikode**

**HLL/ID/KKD-TCC-02/16-17/06**



**BY**

**HLL Lifecare Limited**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

Infrastructure Development Division

“Adarsh” TC 6/1781, Vettamukku,

Thirumala P.O

Thiruvananthapuram-695006

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**SECTION I**  
**NOTICE INVITING TENDERS (NIT)**  
**For Global Tender**  
**HLL Lifecare Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**Infrastructure Development Division**  
**“Adarsh” TC 6/1781, Vettamukku,**  
**Thirumala P.O**  
**Thiruvananthapuram-695006**  
**FOR**  
**Tertiary Cancer Care Centre**  
**at**  
**Government Medical College, Kozhikode**

Tender Enquiry No: HLL/ID/KKD-TCC-02/16-17/06

Dated 01.06.2016

**NOTICE INVITING TENDERS (NIT)**

(1) Infrastructure Development Division of HLL Lifecare Ltd, for and on behalf of The principal, Government Medical College, Kozhikode invites sealed tenders, from eligible and qualified bidders for supply of following equipment for Tertiary Cancer Care Centre:

Sch. No.	Equipment	Total Quantity	Amount of EMD (in Rs.)
1	Linear Accelerator	1	33,23,800

(2) **Tender No.: HLL/ID/KKD-TCC-02/16-17/06**

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	02.06.2016 to 24.06.2016 (during office hours)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Ltd, (A Government of India Enterprise), Infrastructure Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006
iii.	Cost of the Tender Enquiry Document	Rs. 5200/-
iv.	Pre Tender Meeting Date & Time	14.06.2016 at 11:00 AM.
v.	Pre bid conference Venue	HLL Lifecare Limited, Dept. of Bio-Medical Engineering, Office Annexure, TENRA-22, TC 24/606, Palathinkara, Thycaud, Thiruvananthapuram- 695014

Sl No.	Description	Schedule
vi.	Closing date & time for receipt of Tender	27.06.2016 at 15:00 hrs
vii.	Time and date of opening of Techno – Commercial tenders	27.06.2016 at 15:30 hrs
viii	Venue of Opening of Techno Commercial Tender	Same as above

3. Interested bidders may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 5200/- per set in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of “**HLL Lifecare Limited**” payable at Thiruvananthapuram.
4. Deleted
5. Bidders may also download the tender enquiry documents from the web site, [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or [www.lifecarehll.com](http://www.lifecarehll.com) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. **Amendment if any to Tender document shall be published in the website(s) only.**
6. All prospective tenderers may attend the Pre bid conference. The venue, date and time indicated in the Para 2 above.
7. Bidders shall ensure that their tenders, complete in all respects, are submitted at **Infrastructure Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected. The tenders sent by post/courier must reach the above said address on or before the closing date & time indicated in Para2 above, failing which the tenders will be treated as late tender and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for HLL, the tenders will be sold/received/opened on the next working day at the appointed time.

9. The Tender Enquiry Documents are not transferable.
10. All tenders must be accompanied by EMD as mentioned against each item. The tenders without EMD shall be rejected.
11. The purchaser reserves the right to accept or reject a tender either in part or in full without assigning any reason.

**For and on behalf of The Principal,  
Tertiary Cancer Care Centre  
at-Government Medical College, Kozhikode**

**DVP (Tech)  
HLL Lifecare Limited,  
Infrastructure Development Division,  
“Adarsh” TC 6/1781,  
Vettamukku, Thirumala P.O,  
Thiruvananthapuram-695006**

**SECTION - II**  
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## **SECTION – II**

### **GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

#### **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) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “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.
- (v) “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.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “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.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “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.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “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.
- (xii) “Day” means calendar day.

#### **1.3 Abbreviations:**

- (i) “T E 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) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “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.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) ”MOH&FW” means Ministry of Health & Family Welfare, Government of Kerala
- (xxxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “RT” means Re-Tender.
- (xxxiii) TCCC- Tertiary Cancer Care Centre, at Government Medical College, Kozhikode

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of Medical equipment/ goods and related services 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 tenderers in preparation and submission of tenders. 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 tenderers 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 tenderer should read and examine all the terms, conditions, instructions, checklist 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 Deleted

### **4. Language of Tender**

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer 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 tenderer 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 tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer 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 tenderer 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. TENDER ENQUIRY DOCUMENTS**

This tender document should be read in conjunction with the Notice Inviting Tender (NIT) a copy of which is enclosed with this document. All clauses should be read in conjunction with any other instructions given else where in this document on the same subject matter of the clause.

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

8.1 In addition to Section I – “Notice inviting 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 – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee Detail

8.2 The relevant details of the required goods/ equipment 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 tenderers 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 in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post/ courier to all prospective tenderers, which have received the TE documents and will be binding on them. The amendments, if any shall be posted in the websites only.
- 9.3 In order to provide reasonable time to the prospective tenderers 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 tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser before the pre-bid meeting (unless otherwise specified in the SIT) .

### **C. PREPARATION OF TENDERS**

#### **11. Documents Comprising the Tender**

- 11.1 The **Two Stage Tender System**, i.e. “Techno – Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

##### **A) Techno – Commercial Tender (Un priced Tender)**

- i) Earnest money 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.
- ii) Tender Form as per Section X .

- iii) 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.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form
- vi) 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.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XX.

**B) Price Tender:**

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

**N.B.**

- 1. All pages of the Tender should be page numbered and indexed.
- 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

Individuals signing the tender or other documents connected with a contract must specify whether he signs as:

- (i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- (iii) Constituted attorney of the firm if it is a company.

**N.B. (1)** In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

**(2)** In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

**(3)** A person signing 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 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically 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 Yen. **As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only 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 way shall be treated as non -responsive and rejected.**

## 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. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 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 and, also, to offer special discount for combined 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.
- 13.3.1 The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Govt. of India or any state Governments.
- 13.3.2 For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India or any state Governments.
- 13.3.3 If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.
- 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 sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) 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 Turnkey ( 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.

**13.4.2 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) The amount of freight and insurance and price of goods quoted CIP port of entry in India.
- c) The price of goods quoted CIP (name port of destination) in India nearest airport ,seaport basis as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) Wherever applicable the amount of customs duty as percentage of net CIP value.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from port of entry to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- g) Transportation charges from CIP Port of entry to consignee's site .
- h) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) The price of annual CMC and AMC, 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 excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. 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 duties and taxes and no claim for the same will be entertained later.

**13.5.2 Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall 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.

### 13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract 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.

### 13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/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.

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.

### 13.5.5 Customs Duty:

**The supplier will pay the customs duty and clear the goods for transportation to consignee's site. The applicable - % rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule. Duty paid by the supplier shall be re-imbursed on submission of documents. Customs duty exemption certificate (CDEC) wherever applicable shall be issued by the consignee.**

- 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 not 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) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) 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.
- e) Principal/ manufacturers original proforma invoice with the price bid.
- f) The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance.

## **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.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

## **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.

## **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) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

## **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 misleading 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(d) 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 with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the **specific goods as per tender enquiry specification** shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 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) Banker's cheque and
  - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or in country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or in 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 120 days, the EMD shall be valid for 165 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.

## **20. Tender Validity**

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty 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, however, may not agree to extend its tender validity without forfeiting its EMD.

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. Signing and Sealing of Tender**

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit three copies of its tender marking them as “Original”, “Duplicate” and ”TriPLICATE”. Duplicate & TriPLICATE tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.

21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate”, ”TriPLICATE” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before \_\_\_\_\_ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

## **D. SUBMISSION OF TENDERS**

### **22. Submission of Tenders**

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, (A Government of India Enterprise), Infrastructure**

**Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006.** In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **DVP(Tech.)** or his nominee, **HLL Lifecare Limited, Infrastructure Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006.** The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

- 22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late Tender**

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

### **24. Alteration and Withdrawal of Tender**

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## **E. TENDER OPENING**

### **25. Opening of Tenders**

- 25.1 The purchaser will open the 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.

- 25.3.1 Two - Tender system as mentioned in para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. 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). These Tenders shall be scrutinized and evaluated by the competent

committee/ authority with reference to parameters prescribed in the TE document. 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. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **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. Preliminary 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, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security , EMD , Tender validity, terms of delivery, liquidated damage, terms of payment, warranty period will be deemed to be a material deviation. 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 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.

27.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry Technical specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

- (xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements .

**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 tenderers. 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.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers which has no bearings on prices.

**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 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

**31. Qualification Criteria**

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

**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. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever

applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

**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 based on the terms of delivery as asked for in bid document. The quoted turnkey prices and CMC/AMC prices will also be added for comparison/ranking purpose for evaluation if so indicated in the bid document for the required period mentioned in this TED.

**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, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc 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 purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

**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” without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract 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 fax/ telex/cable (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 therein 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.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

- 43.1 Failure of the successful tenderer in providing performance security 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 E M D**

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 any thing 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)**

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G	38 to 45	Award of Contract	No Change	26

**SPECIAL INSTRUCTIONS TO TENDERERS  
(SIT)**

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.

**A Preamble**

**No Change**

**B TE documents**

**No Change**

**C Preparation of Tenders**

**No Change**

**D Submission of Tenders**

**No Change**

**E Tender Opening**

**No Change**

**F Scrutiny and Evaluation of Tenders**

**No Change**

**G Award of Contract**

**No Change**

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

### **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, trade marks 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 thirty (30) 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, initially valid for a period of minimum 30 months 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:

- a) 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/purchaser 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/purchaser.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) 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 & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Institute 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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no 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 in SCC. 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 in SCC, 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 /shall be at consignee site, 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 & lodging will be borne by the purchaser and/or its nominated representative(s).
- 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. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract .
- 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 consignee's premises. If such goods are not removed by the supplier within the period aforementioned, 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 supplier's 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 or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

**9. Terms of Delivery**

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

**10. Transportation of Goods**

10.1.1 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 DDP consignee site. 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. The procedure followed should be intimated to the purchaser.

10.1.2 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.

10.1.3 The procedure followed as above should be intimated to the purchaser.

The goods will be custom cleared by the supplier/Indian Agent after paying customs duty and will be transported to the consignee's site as per terms of the contract.

**10.2 Instructions for transportation of domestic goods including goods already imported by the supplier.**

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. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

**11. Insurance:**

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods at his cost 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 "warehouse to warehouse" (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) supply of the imported goods DDP basis, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee's site.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee is completed. 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 including their prices:

- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availability of spares for at least eight years.
- b) 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
- c) 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) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

## **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.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Staff, operators etc. for operating and maintaining the goods
- iv) 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 (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) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Certificate of origin;
- (v) Insurance Certificate as per GCC Clause 11.
- (vi) 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). In case of CIP contracts where custom clearance is to be done by purchaser 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 pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) 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 This warranty shall remain valid for the period as mentioned in the list of requirement 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.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- c. Replacement and repair will be under taken for the defective goods.

- d. 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 24 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 to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier .
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 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 once in 6 months 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 equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

## **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 despatch,
- 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.
- 20.3 No form 'D' to be issued for concessional CST as the same is no longer applicable.

## **21. Terms and Mode of Payment**

### **21.1 Payment Terms**

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

#### **A) Payment for Domestic Goods Or Foreign Origin Located Within India.**

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

##### **a) On delivery:**

75 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

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

**b) On Acceptance:**

Balance 25 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

**B) Payment for Imported Goods:**

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

**For contracts placed on DDP (consignee site ) basis**

**(a) On delivery:**

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

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

**b) On Acceptance:**

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

**c) For contracts on DDP basis**

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

**d) Payment of Indian Agency Commission:**

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

**C) Payment of Turnkey, if any:**

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

**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 sales tax, excise duty, custom duty) 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 Schedule

22.1 The supplier shall deliver of 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 contract and the delivery must be completed not 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, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax 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, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax 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 Passing of Property:**

- 22.6.1 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.**
- 22.6.2 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.**
- 22.6.3 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 any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, 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 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.

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 will forfeit the performance security and may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit . 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, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, 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 or by cable or telex or facsimile and confirmed in writing. 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 disputes of differences 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. Such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the CMD of HLL. 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 lakhs (Rs. 1,00,000/-)

30.3 Venue: The venue of arbitration shall be Delhi/New Delhi( India).

### **31. Applicable Law**

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**

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 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

33.2 The Supplier/its Indian Agent/CMC/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.

33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee 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.

33.4 All claims regarding indemnity shall survive the termination or expiry of the 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.

- **Nil**

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

**Part I**

Sch. No.	Equipment	Total Quantity
1	Linear Accelerator	1

**Consignee: Tertiary Cancer Care Centre at Government Medical College, Kozhikode.**

**Part II: Required Delivery Schedule:**

**a) For Indigenous goods or for imported goods if supplied from India or for the imported goods against site draft:**

90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

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

90 days from the opening of LC. The date of delivery will be the date of receipt of goods by the consignee. (Tenderers may quote the earliest delivery period).

**Special Note for imported goods:**

**1. The required documents for LC opening and other related documents (like NoA Acceptance, Contract Agreement signing, PBG submission, Performa Invoice, any other related documents etc.) satisfied/ acceptable to the purchaser, fulfilling Government/ bank requirement shall be submitted by the supplier to HLL within 30 days from the NoA date. It is the responsibility of the supplier to ensure that the above documents have been submitted within the scheduled time.**

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

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

**Part IV:**

Turnkey (if any) as per details in Technical Specification.

**Part V:**

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification.

**Part VI:**

**Required Terms of Delivery and Destination.**

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

At Consignee Site – Specified in the List of Requirements

Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

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

The foreign tenderers are required to quote their rates on DDP basis at consignee site.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

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.

**Destination/Consignee details are given in Section XXI**

## Section – VII

### Technical Specifications

#### SPECIFICATIONS FOR A DIGITAL LINEAR ACCELERATOR WITH 3DCRT, IMRT, VMAT, IGRT, SRS/SRT &FFF BEAM FACILITIES

1.	<b>General</b>
1.1	The Linear Accelerator proposed must be procured from the original manufacturer.
1.2	It should be latest model available with the vendor satisfying the following specification, capable of delivering triple energy photon and multiple electron energy treatments
1.3	The vendor must be either the original manufacturer or its Indian counterpart possessing complete sales and service facility in India so as to give efficient servicing within 24 hours of a Telephone, Email or Fax communication from Medical College, Calicut during the entire period the Linear Accelerator remains installed in the hospital.
1.4	A service engineer shall be posted at Medical College, Calicut from the time of Installation of the equipment at the hospital till the commissioning is completed. Subsequently a qualified service engineer will be made available at short notice so that problems can be rectified quickly and patient care is not hampered.
1.5	The vendor will be solely responsible for ensuring that the Linear Accelerator is installed within the given time frame with all required cabling and networking.
1.6	Besides the conventional modes of radiotherapy, the system should include comprehensive facilities for delivering the following: 1. 3 Dimensional Conformal Radiotherapy (3DCRT) 2. Intensity Modulated Radiotherapy (IMRT) 3. Image Guided Radiotherapy (IGRT) 4. Volumetric Modulated Arc Therapy (VMAT): Single and Multiple arc treatments 5. Stereotactic Radiosurgery (SRS) 6. Stereotactic Radiotherapy (SRT) 7. Flattening Filter Free (FFF) delivery mode for VMAT / SRS / SBRT. Note that treatment modes for 1 - 6 above should be deliverable with or without the flattening filter on the same machine.
1.7	The Supplier must have at least 10 years experience in manufacture, sale, installation, commissioning and reliable maintenance service of the Linear Accelerator both in India and developed Countries
1.8	The main equipment and accessories must have mandatory approval for sale and installation in India issued by National Competent Authority. It should have regulatory type approval from AERB. Any feature offered with NOC of AERB shall be made functional on installation and handing over of the unit. Otherwise, the EMD and Security deposit thereof will be forfeited.
1.9	Approval and clearance for actual commencement of treatment at MC, CLT will be the main criteria for completion of installation for which the supplier must involve at every level in tandem with efforts of MC CLT.
1.10	Comprehensive warranty on all items including all third party items supplied without any exception for a minimum of 2 years.
1.11	The scope of work shall include supply, installation, commissioning, and satisfactory demonstration . This includes testing, packing, transportation, scheduling of transportation, transit insurance, delivery at site, loading, unloading, and lifting and storage services associated with delivery, Comprehensive warranty and Comprehensive Maintenance Contract (CMC). The successful bidder will assume full responsibility of the complete supply of equipments / stores until its final acceptance.
1.12	Any item( for treatment and quality assurance) that is inadvertently left out but is essential for the smooth functioning of and seamless integration of the unit and/or a mandatory requirement as per AERB norms must be considered as necessary and supplied along with the machine. Any additional facility/equipment which will be required in future (during the entire warranty and CMC period) as a mandatory requirement by AERB norms for running

	the machine must be supplied by the company with free of cost.
2.	<b>Accessories for Dosimetry, Quality Assurance, Acceptance Testing and Immobilization of patients</b>
2.1	All the Dosimetric and QA items should be provided with valid calibration certificates as per AERB norms
2.2	Responsibility for warranty clause etc will rest with the main supplier
2.3	The offered such items should be such that the physics and technical service for installation of these accessory items, dosimetry, QA and Acceptance testing procedures of the LINAC are to be carried out initially in the presence of the specialists from the actual supplier of these items.
2.4	The above specialists should work in tandem with the physics staff of MC,CLT during the acceptance testing and commissioning of the LINAC. Their physical presence at the hospital will be required during the entire duration of the acceptance testing and commissioning.
2.5	A consent letter obtained from the actual suppliers of these items and for the services as detailed above must be included in the offer document.
3.0	<b>The Linear Accelerator System</b>
3.1	The make and model number of the LINAC must be clearly stated.
3.2	The year of approval from FDA and AERB should be clearly stated.
3.3	The year of 1st installation of this model in India and abroad must be stated with details for verification
3.4	<b>Wave-Guide</b> : Either Travelling wave or standing wave type (please specify type with name of the manufacturer with complete technical details)
3.5	<b>Electron Gun</b> : Specify the type with technical details - diode, triode etc, with consistency parameters regarding electron intensity and its control. Also mention if it is permanently fixed or demountable giving details. 10 years non-pro rata warranty to be provided.
3.6	<b>RF power source</b> : Specify if its Klystron or Magnetron. Technical details regarding reliability and useful life to be provided with supporting scientific and technical documents. It should be provided with 10 years non pro rata warranty.
3.7	Specify the components of the complete RF chain employed – couplings, driver, thyatron amplifier etc with technical details.
3.8	<b>Bending Magnets</b> : Specify the number, type of bending and electron energy spread
3.9	<b>Vacuum System</b> : Give details regarding the pump
3.10	Radiation Head: Details for shielding for radiological protection. State if depleted. Uranium is being used in any part of LINAC. Characteristics of the design and materials of the head of the unit are to be detailed.
3.11	Special Chilling units if required must be included with technical details and requirements for housing of the same should be mentioned.
3.12	Specify the nature of Targets, Scattering Foils and their interlock system
3.13	Specify the details of flattening filter - material, dimension. Flattening filter free beam mode is required for high dose rate treatments in addition to regular treatment with flattening filters.
3.14	Specify the extent and speed of Gantry Rotation and accuracy of the same
3.15	Specify all safety interlocks offered for fail safe operation of all systems.
3.16	Model should have full digital control system for controlling the Linear Accelerator components. Models with analog control systems are not acceptable.
3.17	The following accessories should be provided : <ol style="list-style-type: none"> <li>1. Collimator mount accessory</li> <li>2. Accessory mount</li> <li>3. Spare parts kit</li> <li>4. Stereotactic motion disable kit for treatment table and gantry</li> <li>5. Collision detection system for the Collimator, so that automatic field treatments can be carried out without any hindrance</li> </ol>
4	<b>Optical Field System</b>
4.1	The optical field defining system for both photon and electron modes should satisfy AERB criteria

4.2	Edge of the defining light field should coincide to within $\pm 2$ mm of the 50% isodoseline of an X ray field taken with minimum build up for any field size at 100 cm for any angulation of the gantry / collimator system
4.3	Optical Field and Radiation Field congruence should be better than or same as specified by AERB and must be in line with the requirements of all modes of treatment as defined in section 1.6
4.4	Congruence of the centers of the optical and radiation field must be in or better than AERB specifications.
4.5	Optical distance indicator indicating SSD between 60 cm - 150 cm.
4.6	Bright Cross wire or similar facility should be provided to indicate field center
4.7	Mechanical front pointer should be provided to locate isocenter of the unit within $\pm 1$ mm in all orientations of the gantry and collimator.
<b>5</b>	<b>Laser System</b>
5.1	Four (4) wall mounted Lasers should be provided for LINAC room. 3 lasers to be cross lasers (two side wall and one roof) and 1 laser to be inclined sagittal laser. In addition to this one sagittal laser should be provided for mould room.
5.2	Specify the luminous flux, adjustability with remote control, projection angle of the system
5.3	Specify the dimensions of the Laser Display
5.4	Line width should be less than 1 mm
5.5	Straightness deviation of line should be less than 0.05 mm
<b>6.</b>	<b>Couch System</b>
6.1	It should be suitable for all modes of treatment mentioned in section 1.6 above
6.2	Couch top should be completely made of carbon fibre and indexed.
6.3	It should have the capability for remote controlled robotic positional correction facility in three translational and rotational axes.
6.4	Specify the range of travel movements in the lateral and craniocaudal direction
6.5	Specify the dimensions of the table top.
6.6	It should have a free floating facility for the table top with simultaneous lateral and longitudinal motions.
6.7	Specify the range of vertical movements in terms of height above and below the isocenter and lowest position from floor.
6.8	Specify the range of rotation around the isocenter and directions
6.9	All motions of the couch should be displayed in the treatment room and the control console
6.10	The control system should have the capability to operate all motions simultaneously for the gantry, collimator and couch from the in room system as well as from the console.
6.11	Accuracy of all motions should be within $\pm 0.5$ mm and 0.25 degrees.
6.12	Lift capacity of the table top and extent of sagging at maximum load to be specified
6.13	The couch top should have the capability to rotate simultaneously for a particular arc along with the arc rotation of the gantry. Complex synchronous orchestration of the couch and gantry rotations should be possible. Any software license required for the same to be done clinically should be provided.
6.14	The couch system should have robotic control of couch movements in all 6 dimensions (all 3 cardinal translational and all 3 rotational). If this system requires an additional couch system the same should be specified and provided. Specify the range of motion that is possible with the 6 D couch in the other dimensions. This 6 D couch should be capable of correcting remotely all translational as well as rotational errors from the console. Please specify the tolerances and the limits of correction for the couch. Specify the positional and angular accuracy in all 6 dimensions and range of correction and movement for the additional couch if required.
<b>7</b>	<b>Photon Beam</b>
7.1	The following energies should be available without requiring extra cost: 1. With Flattening Filter :6 MV, 10MV, 15MV 2. Flattening Filter Free Energies : 6 MV and 10 MV - mention the spread of energies from the peak values
7.2	Variable Dose rate selection - specify the dose rates. Must be variable from 100 – 500 MU / min for treatments with flattening filters for all photon energies. (10 x 10 cm field at 100 cm TSD)
7.3	High Intensity Dose Rate –for flattening free mode specify the maximum dose rate in MU /

	min for different energies available. Without flattening filters dose rate must be at least 1400 MU/min for 6MV beams. Specify in detail. Also provide any higher dose rate if available as it is desirable for SRS/SRT.
7.4	Specify range of dose rates available for all photon energies for field size of 10 x10cm <sup>2</sup> at SSD of 100 cm.
7.5	Specify the Dmax at 100 cm SSD for both energies in tissue equivalent material at field size of 10 x 10 cm <sup>2</sup>
7.6	Specify the % DD at 10 cm depth in tissue equivalent material for all the energies as per the BJR/AAPM protocol.
7.7	Specify the consistency of dose rate at 100 cm SSD with time, Provide data.
7.8	Field Size : Specify the minimum and maximum field size at SAD of 100 cm
7.9	Specifications as per AERB protocol. 1. Field congruence for Field Size 5 x 5 to 30 x 30 cm <sup>2</sup> at different gantry angles at 100 cm to be $\pm 2$ mm. 2. Digital and Mechanical field congruence to be within $\pm 2$ mm. 3. Set optical field and measured optical field must agree within $\pm 1$ mm for field sizes upto 10 x 10 cm <sup>2</sup> and the same should not exceed 2 mm for larger fields. 4. Independent asymmetric collimators should be provided. Specify the range of travel with respect to the isocenter. 5. Field size resolution in digital display must be stated.
7.10	Collimator rotation - range should be specified. Dynamic rotation of collimator assembly during rotational / non rotational IMRT delivery. The rotational limits and speed achievable as a part of the VMAT plan should be specified separately.
7.11	Variation of mechanical and radiation isocenter during complete collimator rotation should not exceed 1 mm in diameter. Please specify the same for the system. This should hold true for all gantry positions.
7.12	Specify the following: 1. Isocenter to bottom of the collimator distance 2. Dimensions of the collimator 3. Collimator Jaw out travel in X and Y dimensions 4. Material of the Collimator 5. Percentage of transmission through collimator
7.13	Must have mechanical and digital readout for collimator position. Digital display should be present in both treatment room as well as the console.
7.14	State the field flatness for all the photon energies (ratio of central value to that of 80% isodose) at 100 cm SSD at 10 cm depth at a plane perpendicular to the central axis.
7.15	Mention the field flatness for various gantry and collimator angles with treating with flattening filter.
7.16	Mention the field symmetry for the longitudinal and transverse axes at 100 cm SSD at 10 cm depth for different gantry angles.
7.17	Penumbra : Measured as the width between 20 - 80% isodose lines at a depth of 10 cm at 100 cm SSD must be below 10 mm. State the values.
7.18	Asymmetric Jaws: All collimator jaws should have the capability for treatment asymmetric jaws. At least one set of jaws shall be capable of crossing the center line by at least 10 cm as projected at 100 cm TSD. The collimators should re-center automatically when the symmetrical mode of operation is re-selected. If the machine comes with independent X and Y jaws they should be capable of independent movement and have asymmetric capabilities as outlined above.
7.19	Accessory mount - shadow block tray, One set of divergent Blocks containing at least 12 individual blocks and Universal Clamps should be provided.
8	<b>Safety</b>
8.1	Specify details for anti-collision mechanism for the gantry.
8.2	Specify the different situations of all beam off interlocks
8.3	Provide last man out switch in the machine room as per AERB guideline.
9	<b>Rotational / Arc Therapy</b>
9.1	The system should be able to deliver a preset dose delivered over an arc of 360degree or any fraction thereof. A range of variable dose rates must be available which must be specified. The system should be able to deliver Volumetric Modulated Arc Radiotherapy plans with single, multiple and partial arcs in any combinations. Multi-isocentric arc planning and delivery should also be possible.



9.2	The maximum variation in the integrated dose over a 45 degree arc shall not exceed $\pm 3\%$ or 1 MU whichever is greater. The maximum variation of integrated dose delivered over any arc of 90 degree or more should not exceed $\pm 2\%$ or 1 MU which ever is greater.
9.3	Gantry motion shall be possible Clock wise and Counter clockwise for arc therapy. The MU/degree shall be computed automatically
9.4	The system should be capable for continuous and dynamic modulation of dose rate, gantry speed and MLC motion during rotational IMRT. In addition the collimator rotation and jaw tracking during rotational IMRT delivery should be available.
9.5	If jaw tracking and collimator rotation modulation are not available at the time of commissioning of the LINAC at MC,CLT the same should be made available as a free upgrade (both hardware and software) as an when it is available with the vendor.
<b>10</b>	<b>Leakage Radiation</b>
10.1	The radiation leakage through the beam limiting diaphragm should be less than 0.5%.
10.2	Leakage radiation outside the treatment area and averaged over 100 sq cm should be less than 0.1% of the maximum absorbed dose at the isocenter.
10.3	The ratio of neutron radiation outside the treatment area and within a radius of 1m to absorbed dose at isocenter shall be $\pm 0.05\%$ Neutron contamination within the useful beam for 6 MV shall be negligible and for 15MV beam it should not exceed 1% of the dose at isocenter. This should be measured and demonstrated to the RSO of MC,CLT by Vendor using a calibrated dosimeter.
<b>11</b>	<b>Wedges</b>
11.1	A motorized / dynamic / virtual wedge that can introduce any wedge angle from 0 to 60 degree must be provided.
11.2	State the maximum possible treatment field size at 100 cm SSD for all wedges clearly indicating the wedge dimensions and the wedge angle definitions.
11.3	QA equipment required to implement the dynamic / automatic / wedge if needed must be provided as an integral part of the main offer
11.4	A detachable block holder should be provided to accommodate 2 trays simultaneously for wedges and block trays. The size of the blocking trays should be at least 5 cm larger than the maximum field size at the lower position. Specify location and size of blocking trays.
11.5	A minimum of 4 physical wedges shall be supplied with the accelerator. These should be universal wedges with angles of 15, 30, 45 and 60 degrees. Mention the maximum field size for each physical wedge.
<b>12</b>	<b>Multi leaf Collimator System</b>
12.1	Should be high resolution Multileaf collimator. It should have minimum 60 pairs of leaves or more. Each leaf should have independent movement control. Specify the maximum field size at isocentre.
12.2	It should be capable for performing 3DCRT and all types of IMRT such as multiple static, step and shoot, dynamic MLC rotation , Volumetric Arc therapy, SRS and SRT.
12.3	The leaf width at the Isocenter, should be less than 5mm. To enable stereotactic treatment modalities micro MLC should be present in the machine. The projected width of the micro MLC should be less than 0.5cm. If the machine does not possess the MLC then the vendor should provide the same as an additional attachment
12.4	State the independant over travel range for each leaf beyond the beam axis. It should be 10 cm or more to enable IMRT treatment.
12.5	Light leaf projection and X-ray leaf projection must be less than equal to 1 mm
12.6	Radiation transmitted through the leaves must be stated.
12.7	Radiation transmission outside the field must be less than 0.5%. State the actual value.
12.8	Mention leaf motion speed. Should be 2.5 cm/sec or more.
12.9	Mention the penumbra defined by the leaf ends.
12.10	Mention leaf position accuracy and position verification method. Should be capable of interdigitation.
12.11	State if the MLC is removable or not.
<b>13</b>	<b>Electron Beam</b>
13.1	5 Electron Energies should be made available between 6 - 18 MeV
13.2	Dose rate should be variable and not less than 500 MU / min. Specify the available range and the maximum dose rate possible for the machine.
13.3	A minimum of 5 applicators with variable sizes should be available. The range of available



	field sizes should be specified. Minimum collimator size should be 6 x 6 cm <sup>2</sup> at isocenter.
13.4	Specify the dimensions and weight of each applicator
13.5	Each applicator should be able to support custom cerrobendcutouts for field shaping. 20 trays for supporting these custom cerrobendcutouts should be provided for each applicator size.
13.6	Field congruence for each electron beam must be with the optical field for various collimator and gantry positions. It must not be more than 2 mm at Isocenter.
13.7	Field flatness must be as defined by AERB. Please specify
13.8	Stability of field flatness during rotation of the gantry should be less than or equal to 5%
13.9	The cross beam profile at Dmax along X-Y & diagonal axes should be less than or equal to 2% for 10x10 to 20x20 cm fields for all electron energies at all gantry positions.
13.10	State the peak value of the dose in the plane perpendicular to the beam axis at Dmax depth for each electron energies and field sizes.
13.11	State the penumbra (between 20% to 80% isodose lines)
13.12	Provision for electron arc therapy and applicators for the same must be provided. Software for control of such motion at the level of the console and any licence for treatment planning and dose calculation should be provided. Specify details of: <ol style="list-style-type: none"> <li>1. Facility for delivery of preset dose over any preset arc</li> <li>2. Specify the range of variable dose rates</li> <li>3. CW and CCW delivery of preset dose must be available</li> </ol>
<b>14</b>	<b>Dose Monitoring chambers</b>
14.1	State the arrangement of the dose monitoring transmission chambers
14.2	Free replacement of all chambers required during first 10 years after commissioning at MC,CLT
14.3	Give details of the accuracy of the chambers in measuring dose and dose symmetry
14.4	Specify details of hardware and software interlocks for dosimetry control and patient & unit safety.
14.5	Should have two independent channels for monitoring accumulated dose.
14.6	Treatment shall be terminated by the dual channel system when : <ol style="list-style-type: none"> <li>1. Dose set and dose delivered coincide</li> <li>2. Reading in 2nd channel exceeds 1st by 2 – 10 MU</li> <li>3. Two channels read differently exceeding 5% of the set dose per treatment</li> <li>4. Backup timer preset time is elapsed.</li> </ol>
14.7	Reproducibility of the dose monitoring system should be within 2% at any fixed gantry angle from 0 – 360 degree
14.8	Linearity of dose monitoring system must be within 1% or 1 MU whichever is less for all photon and electron energies.
14.9	Back-up counter must be available to take care of unexpected disruption of treatment.
14.10	The monitoring system must be independent of dose rate within 2%.
<b>15</b>	<b>Main Control Console</b>
15.1	Fully computerized control console should be provided outside the treatment room.
15.2	All functions and modes of the LINAC should be capable of being controlled through software in the console.
15.3	Displays must include power on/off, status, total dose, time, mode selection, energy selection, interruption mode, radiation on/off, rotation / arc mode, jaw movement mode, port film mode etc.
15.4	There should be separate indicators for accumulated dose and dose rate.
15.5	Warning for exceeding a preset maximum value of dose determined by the user
15.6	The console should have a separate software console that allows system calibration and servicing. Access to this software part should be restricted by means of a password.
15.7	Separate mode operation should be present for monitoring and adjusting the accelerator parameters
15.8	Dose, Dose Rate, All angles, High dose rate electron mode and all accelerator parameters to be displayed on flat monitors for the entire system both inside and outside the treatment room.
15.9	Give full details of the number of displays required for the complete system including that for imaging and respiratory motion management. Lesser the number will be better. If the vendor has a system for integrating all these displays in one singular display and

	workstation the same should be quoted instead of multiple displays. This singular system should integrate the oncology information system with the IGRT and On Board Imaging Solution.
15.10	Networking for communication with TPS, saving the treatment history, portal images, KV images and cone beam CT. The entire networking is the responsibility of the vendor.
15.11	The portal imaging system, KV imaging system and treatment delivery should be integrated uniquely for every patient in the console
15.12	Accuracy of collimator and gantry angle displays shall be + 0.5, with a resolution of 0.1. Accuracy of collimator jaw position displays shall be + 1 mm with a resolution of 1 mm. Accuracy of the couch vertical, lateral and longitudinal displays shall be + 2mm with a resolution of 1 mm
<b>16</b>	<b>Event Logging</b>
16.1	The system must record all relevant equipment parameters during clinical operation for later review
16.2	The system must provide an extra step to ensure that accidental wrong selection of parameters is not done. That is there must be a fail safe mechanism for execution of treatment.
16.3	Auto sequence and such procedures for sequencing and transmission of fields to the machine should be available.
<b>17</b>	<b>Treatment Room Hand Pendant</b>
17.1	Two hand pendants should be provided in the treatment room.
17.2	All operations to control the gantry, collimator, jaw setting, couch movements, EPID, Cone beam CT system must be functional from the pendants.
17.3	To prevent possible errors software must ensure that conflicting signals are not sent to same device at the same time.
17.4	Remote hand control if available should be included.
<b>18</b>	<b>Remote Servicing</b>
18.1	Facility for remote diagnostics and servicing should be provided. Please provide details and requirements for the system.
18.2	Factory beam data set in hard and soft copies for all beams, wedge beams, wedge Profiles etc for reference must be included
18.3	Remote servicing and remote diagnostics should be available for the duration of service of the Linear Accelerator in the Hospital
<b>19</b>	<b>Portal Imaging System</b>
19.1	Solid state amorphous silicon Electronic Portal imaging device (EPID) - Field Size at least 30 x 40 cm
19.2	State the resolution of the EPID
19.3	EPID should be mounted on a retractable arm which is robotically controlled and fixed to the LINAC capable of imaging at any gantry angle.
19.4	Entire system should have a non pro rata warranty for minimum of 10 years
19.5	Large capacity and high speed PC with 21 inch display flat panel color monitor for acquisition and viewing. If the same is integrated with the treatment console it is better. Provide specifications of the hardware system that will be provided.
19.6	Specify the following for the EPID: 1. FOV at Isocenter 2. Sag of the EPID at extended arm positions at 90 & 180 degrees 3. Extent of vertical, lateral and longitudinal movements 4. Image acquisition rate 5. Useful sensitive energy range 6. MU required per frame 7. Image acquisition before during and after the treatment - specify all modes
19.7	Portal images must be integrated with the main console
19.8	The EPID must have integrated software for verification with simulation images and TPS-DRR images and evaluation tools to determine systematic and random setup errors.
19.9	EPID must be able to give real time / fluoro mode images.
19.10	Images acquired to be saved automatically with the patient record in the Oncology Information System. The same should be available for review in an integrated fashion which should allow the operator to review the setup accuracy across the entire treatment

	history. This should provide an integrated view of other imaging modes like KV imaging and CBCT.
19.11	The EPID should be able to do portal dosimetry include all necessary license.
19.12	KV and MV detectors must deliver acceptable image quality at the time of initial acceptance and for the entire period of warranty.
19.13	Image deterioration as certified by a radiologist / oncologist will be a valid cause for replacement of the detectors or the entire EPID system as per terms of warranty
<b>20</b>	<b>Treatment Planning System</b>
20.1	The treatment Planning system provided must be the latest version as available with the company. The vendor must agree to keep the software upgraded to the latest available version for at least 5 years after commissioning in MC, CLT without extra charges. Note that upgrade includes major version upgrade also.
20.2	The treatment planning system should have the capability to plan all modalities of treatment as outlined in 1.6 above.
20.3	It should have the facility to import CT/MRI/PET/PET CT/ USG/ Angiography and other images taken at or outside MC,CLT when available in standard DICOM format. Support for other images should be available and explicitly mentioned in the compliance statement.
20.4	It should automatically create 3D image from the supplied axial images and should make the body structure through auto segmentation.
<b>21</b>	<b>TPS Hardware</b>
21.1	All specifications given below for TPS hardware are subject to the condition that they represent the basic minimum and better configuration would be preferred.
21.2	The TPS dose calculation system software should run on a very powerful graphics intensive workstation. Two such systems should be provided. This should be capable of fast VMAT optimization and calculation using the latest algorithms.
21.3	Two work stations for calculation of VMAT and other forms of treatment as in 1.6 should be provided.
21.4	In addition to above, two workstations should be available for contouring and plan evaluation. These workstations should have a latest configuration with fast processor and large memory and provided with higher end graphics card, high resolution, HD touch screen with pen input and touch input facility.
21.5	All systems should come with keyboard, 3 Button Optical Scroll Mouse, 1 x 10/100/1000 Mbit/s Ethernet card, 8X DVD Writer/Reader.
21.6	In addition to above a database server, Information exchange server and an image server should be quoted for housing the Oncology Information Network.
21.7	Please give detailed hardware specifications regarding all the above items.
21.8	All workstations and servers should be seamlessly connected via networking and the the Oncology Information System Software. The system should provide connectivity for the LINAC with all its electronic systems, Treatment planning system, MLC, Portal Imaging and On Board Imaging system, Remote couch correction, Planned motions For non coplanar fields, respiratory gating system including gating hardware, portal dosimetry for pretreatment QA and all software packages required for functionality of IGRT. The networking should be done with the latest CAT 6 cables and the vendor is responsible for cable laying for the complete network
21.9	Any additional hardware / software licenses required for the smooth functioning of all modalities as mentioned earlier should be included with details even if not explicitly described in the specifications above.
<b>22</b>	<b>Treatment Planning System Contouring Software</b>
22.1	Contouring tools for 3D auto margin and 3D variable margin
22.2	Automatically create margins in all six directions. Both positive and negative margins should be possible and individual expansions should be possible in all dimensions
22.3	Edit/Draw all contours, contour names, CT densities and color for each structure. Facility for selection of color for DVH display is available should be specified
22.4	Continuous trace, point to point and auto contour via MR and CT threshold
22.5	Auto segmentation and auto search for body for given volumetric image
22.6	Contour on primary image (CT) or secondary study images (MRI / PET / USG / Angiography) after image fusion. Also should be feasible to contour on fused images send after image registration in other systems

22.7	Outline tumor volumes and critical structures on transverse planes with visualization in any 3 axes including real time 3D visualization.
22.8	Contour interpolation facility
22.9	Asymmetric stretch and resize facility should be available
22.10	Rapid copy to superior and inferior slices
22.11	Atlas based auto segmentation for all body sites should be provided. This system should be capable of storing and retrieving contours from a library of contours of similar patients. Both expert drawn library and facility to use own contours as atlas should be present. The auto segmentation process should be capable of contouring the major organs at risk along with CTV for a patient from stage and site matched patients in the library.
22.12	Separate licences should not be required for site or organ specific atlas based Auto segmentation. Atlas based auto segmentation along with <b>deformable image</b> registration should be available.
22.13	Advanced editing tools like facility to give negative margins, crop structures with arbitrary margins, remove structures extending outside or inside other structures, wall extraction from a solid structure with positive or negative margin, auto segmentation based on CT numbers and limiting contours by the Volume of Interest tool should be provided.
22.14	It should be possible to add / subtract / join one or more contours of drawn structures as well as that of isodoses converted into dummy structures.
22.15	It should have the capability for interpolation of contiguous and non-contiguous contours between one or more image planes. It should be able to copy and extend the contours in arbitrary lengths along the cranio caudal direction.
22.16	Facility for both deformable and rigid image registration should be available. Separate licences should be made available. The result of registration of both types should be editable and exportable. The system should be capable of registering arbitrary images like CT/MRI/PET/ PETCT and Cone Beam CT. The automatic registration should be editable in all three planes and should have a facility for displaying and recording registration related statistics. If required a third party workstation should be given to provide the above functions.
22.17	Touch screen for contouring be provided (2 numbers)
<b>23</b>	<b>Treatment Planning System – Radiation planning software</b>
23.1	The system should auto compute Isocenter placement from AP and lateral DRRs and also with respect to the centre of mass of the target volume.
23.2	There should be a facility to place multiple isocenters for the same plan.
23.3	The system should allow planning using the SAD technique or the SSD technique depending on requirement
23.4	It should be possible to edit the placement of Isocenter manually by dragging on any plane as well as by entering numerical position with respect to the origin
23.5	The system should recognize the DICOM origin of image acquisition and allow setting of arbitrary centers of origin with respect to external fiducials.
23.6	The system should be able to place multiple points and marker point definitions. It should be able to import marker point and field isocenter as well as field details from the existing virtual simulation workstation
23.7	Planning of various combination of beams should be possible viz. photon - photon, photon - electron and electron – electron
23.8	The system should allow computed isodoses to be exported as structures.
23.9	The system should allow the dose calculation of each field, all fields and combination of fields across plans for the same CT dataset. It should allow computation of dose in a single plane and across an arbitrary volume of interest.
23.10	The system should fully integrate with the Record and Verify system that ensures seamless connectivity to the LINAC
23.11	It should be possible to use Bolus of various thickness and various material in the treatment planning system to use during the dose calculation. The system should have a list of commonly used bolus material with respective electron density available for use.
23.12	The system should have the capability of copying fields with all accessories, plans and contours across image sets and in the same image set. It should be possible to generate an opposing pair of fields with all accessories and collimator configuration reversed.
23.13	The system should allow auto conformation of MLC and blocks to various structures and



	shapes. It should support the capability to export the block shape to computerized automatic block cutter.
23.14	The system should be capable of allowing manual entry of gantry, collimator, couch and multileaf collimator positions values. In addition to a keyboard based entry interface it should be possible to modify these parameters via mouse on the Graphical user interface directly.
23.15	The treatment planning should have the capability to display real time Digitally Reconstructed Radiographs
23.16	It should be possible to have adjustable Window and Length for display of DRR
23.17	Various preset DRR modes should be available especially to display the bone, soft tissue, muscle, air cavity and lung.
23.18	The DRR generation method should include normal summed, Maximum Intensity Projection (MIP) and volume rendered.
23.19	The system should have the capability to display the Beam Eye View in various orientation as well as a model view. It should be capable of rotating the entire rooms eye view in various orientations so as to visualize any potential collisions. There should be facility for real time rotation of wire frame, solid and transparent structures and dose clouds.
23.20	It should have interactive DRR and BEV control.
<b>24</b>	<b>Treatment Planning System : Intensity Modulated Radiotherapy</b>
24.1	The system should be capable of planning, optimizing and calculating IMRT plans using static, dynamic and rotational IMRT (VMAT).
24.2	It should support co-planar and non-coplanar beam arrangements.
24.3	It should be capable for synchronous IMRT optimization using the already optimized plan as a base plan.
24.4	The MLC segmentation algorithm should automatically account for tongue and groove effect in the MLC.
24.5	It should have the facility for user selectable intensity levels.
24.6	Per beam and per plan QA data generation tools should be available.
24.7	The dose should be exportable for external QA software for verification while doing QA.
24.8	The system should display Intensity maps in BEV with facility to edit or modify the intensity profile in the display graphically.
24.9	It should be capable of generating DRR with widest MLC position of segments at a particular beam angle.
24.10	The system should be capable planning IMRT for large fields without requiring field splitting. If field splitting is required automatic carriage shifts should be done in the same field so as to minimize treatment interruptions (Large Field IMRT). Software license if needed for same is also required
24.11	Should be able to import CBCT images from treatment machines and compute dose on the imported images to evaluate images to evaluate dose to critical structures of the patient during treatment.
24.12	IF IMRT is delivered as a boost dose after delivery of partial treatment by conventional 3DCRT plan then it must be possible to incorporate the delivered plan to optimize the IMRT treatment plan.
<b>25</b>	<b>Treatment Planning System : Data Import &amp; Export</b>
25.1	CT/MRI/PET import and export with existing and proposed units in MC,CLT
25.2	The planning system must be completely integrated with the proposed 4DCT Simulator in the hospital via Local Area Network. It should have the capability to integrate with any future imaging equipment acquired by the hospital for imaging and treatment delivery. If necessary any software licenses required for such future upgrades / updates will be provided free of cost by the vendor.
25.3	DICOM and DICOM -RT import and export facility for import as well as export of all DICOM RT objects viz. RT Image, RT Structure Set, RT Plan, RT Dose, RT Beams Treatment Record, RT Image Registration, RT Brachy Treatment Record, and RT Treatment Summary Record. Any extra licences required for any specific DICOM RT object should be mentioned clearly and provided as a part of the standard purchase.
25.4	The system should be capable of importing or exporting the above (25.3) through the LAN / CD or the Internet.

25.5	The treatment planning system should be able to import/export the images, structures, image registration data, field configuration, dose, verification images, CBCT in the RTOG data exchange format(RDE)
25.6	The vendor should submit their compliance sheet showing their compatibility with both DICOM-RT and RDE standards.
25.7	The entire TPS should be IHE-RO (Integrating the Healthcare Enterprise-Radiation Oncology) compliant.
25.8	Export of DRR in DICOM secondary capture format.
<b>26</b>	<b>Treatment Planning System -Treatment Parameter Configuration</b>
26.1	The TPS should support beam data entry via keyboard, digitizer and water phantom.
26.2	It should be able to accept data from IBA, PTW or other dosimetry system.
26.3	General beam parameters : Gantry, Collimator, Couch, conventions, single and dual asymmetric jaw limits, PDD, OAR, TAR, TPR, BSF, Phantom Scatter correction factor, wedges, blocks and compensators
26.4	Should accept physical/motorized or dynamic wedge parameters
26.5	Multi Tray factor definition for each treatment machine.
26.6	Output factors editors
<b>27</b>	<b>Treatment Planning System : Utilities</b>
27.1	Template / plan storage / recall including graphics layout
27.2	Single / Dual Asymmetric Jaws
27.3	Manual Divergent Blocking
27.4	Automatic blocking with margin
27.5	MLC planning
27.6	Automatic MLC shaping with changes in machine parameters
27.7	Enhanced Dynamic Wedge, Virtual Wedge and Motorized Wedges
27.8	Arbitrary weight point location.
27.9	Relative dose, absolute dose or MU weighting.
27.10	Bolus
27.11	Real time display of dose in sagittal, coronal and arbitrary planes
27.12	Global and local hot spot display.
27.13	MU / Time calculation for both photons and electrons.
27.14	Dose profile generator
27.15	DVH: Differential and cumulative. Should have capability for multiple plan and plan sum DVH comparison with all curves overlayed. User selectable DVH dose and volume grid. It should have the capability for displaying dose in percent or in cGy and volume in relative and absolute volumes. The DVH should be exportable in a txt / spread sheet format.
27.16	Preset DVH criteria to be available as a tabular or color coded display to ensure that critical volumetric DVH goals are met.
27.17	Facility for storage of DVH in the database for the final approved plan if the user desires. This database storage should not be in the form of attachment of the DVH data as a text/csv/ spreadsheet file but as discreet volume versus dose data for each selected structure set.
27.18	Facility for adding / subtracting or joining structures in the DVH for generating composite DVH curves.

27.19	The DVH curves should have editable color, shape and thickness for future presentations and publications.
<b>28</b>	<b>Treatment Planning System : Calculation Algorithms</b>
28.1	Monte Carlo or Monte carlo equivalent algorithm (e.g. ACCUROS XB/MONACO) for fast IMRT/VMAT dose calculations.
28.2	Time taken to calculate single arc and dual arc VMAT plans for head neck and prostate sample cases by the latest and most accurate dose calculation algorithm should be less than 10 minutes.
28.3	In addition to above dose calculation algorithms based on pencil beam algorithm and convolution superposition (e.g. AAA, CCC) for photons and Generalized Gaussian pencil beam and Monte Carlo for electrons should be available. <b>The TPS should also be able to plan cases for SRS, SBRT etc</b>
<b>29</b>	<b>Treatment Planning IMRT/VMAT optimization</b>
29.1	Specify the latest algorithm available with the vendor along with the version for VMAT and IMRT optimization algorithms with details.
29.2	Optimization algorithm should be capable of inverse planning optimal beam directions for the given objectives
29.3	The above optimization algorithm should be capable of optimization for both coplanar and non-coplanar beam geometries.
29.4	Optimization based on TCP and NTCP criteria (biological optimization) should be available for both VMAT and IMRT. This can be in the form of biological cost functions given in the optimization algorithm. Separate license (if required) for Biological optimization and plan evaluation (as per TCP / NTCP) should be provided for each planning station.
<b>30</b>	<b>Oncology Information System</b>
30.1	The vendor should supply a state of the art software and hardware system for online treatment control, verification, recording and abstraction of data pertaining to each individual patient as well as all patients undergoing radiotherapy. The vendor should specify the version of the software being provided (which should be the latest available with the vendor)
30.2	The system should record and review the patient diagnosis, stage, clinical history and examination findings. The system should record the diagnosis as per the ICD C and ICD 10 system. The complete ICD C and ICD 10 codes should be available in the system without requiring extra input. It should also assign automatic staging for the disease.
30.3	The system should have a flexible system for recording the clinical details of the patient. The system should be modifiable by a simple mechanism so as to allow the hospital to record the history, examination findings, diagnostic test reportings as per the system in the hospital. It should be open and flexible so that the hospital information system and hospital lab information system can be integrated. The responsibility for configuring the said OIS for such integration is the responsibility of the vendor.
30.4	The system should be able to register new patients with the hospital ID system available in MC,CLT. It should be capable of recording the age, gender, address, phone numbers, email id etc for a given patient and should be capable of filtering and searching patients in the database for a given patient ID/name/ gender and date of birth.
30.5	It should be able to schedule the entire course of treatment in advance in the scheduling system in order to ensure hassle free treatment of the patient.MLC user operation shall be accomplished entirely through the Oncology Information System(OIS),thereby eliminating the need for a separate control station for the MLC. Planned leaf shapes shall be incorporated directly into a patient's planned treatment field(s) in the electronic Chart.The MLC shape shall automatically appear on the OIS treatment screen during the setup and treatment of any patient with a planned MLC shape.The shape shall be displayed simultaneously with all other pertinent treatment parameters
30.6	It should be capable of storing and retrieving and displaying RT prescription, treatment technique, fractions, dose, Monitor Units, treatment fields, MLC leaf motion files, treatment accessories etc.
30.7	It should be able to link setup fields to the treatment fields. Show setup notes of treatment position and accessories with ability to display the patient photographs.

30.8	It should be capable of tracking dose to specific sites along the course of treatment, define treatment breaks along with instructions.
30.9	The system should provide radiation safety related alerts for each setup
30.10	It should prepare the treatment chart for the patient for display as well as printed output at all stages of the progress of the treatment.
30.11	The system should be able to store patient photographs.
30.12	It should be able to auto setup all subsequent fields during a treatment.
30.13	It should be able to auto setup all subsequent fields during a treatment.
30.14	It should support digital recording, archiving and retrieval of all verification images (e.g.EPID, KV xrays and Cone Beam CT). This should be integrated with all images taken for treatment planning including registered image sets.
30.15	It should be capable of accumulating port film doses.
30.16	The system should allow override of individual treatment parameters under password protection for specific personnel groups only.
30.17	The system should have a complete scheduling software which should be able to schedule patients on the treatment machine according to the time. The scheduling software should be able to do the scheduling for other machines in the department In addition the scheduling software should allow scheduling for personnel in the department. It should be capable of displaying individual and group schedules for the machines and personnel
30.18	The system should be networked such that it is able to integrate simulation, CT/MRI/ PET/ 4D CT/ CBCT/ EPID/ KV imaging to the database. It should be a complete image archival, retrieval, display and export system. Reviewing of all images immediately from a remote location should be possible.
30.19	The software should be capable of retaining all records and images for future individual patient or group statistical analysis as well as transmission to the other centers.
30.20	The Oncology Information System should be upgraded & updated to the latest version for the next 5 years (from the date of installation) without requiring additional payment. The upgradation should be made available for both minor as well as major version upgrades.
30.21	A Rack mounted server should be provided for the OIS. Give the complete and detailed specifications of all server hardware that is being quoted for the OIS point of time. Integrated single data base system:For efficient,error-free and to make multiple import-export reduntants, a single and truly integrated database system is desirable with a single server.All other terminals should be client to this single server and this should facilitate image storage from CT/MRI/PET and also the images taken in the treatment room.The images and all other patient (demographic and clinical) and tretament related informations(like dose,plan,QAresults,shifts applied during treatments,etc).should be seamlessly and instantly avialible for online and offline review at any point of time.Integrated single data base system:Forefficient,error-free and to make multiple import-export reduntants, a single and truly integrated database system is desirable with a single server.All other terminals should be client to this single server and this should facilitate image storage from CT/MRI/PET and also the images taken in the treatment room.If the vendor is not having these single data base server at present they should give an undertaking that the data base system should be upgraded to a single data base server whenever the vendor or the company which represents the present vendor, markets a single data base server either during the warranty or during the CAMC period totally free of cost.
30.22	A digital camera for taking patient photo.
<b>31</b>	<b>Image Guidance for Image Guided Radiotherapy</b>
31.1	The system shall be based on KV cone beam and CT imaging
31.2	The KV Xray, Flat Panel Detector, MV Flat Panel Detector should be mounted on three motorized arms that can be moved together or independently using hand pendant in the treatment room as well as remotely from the control console (if available)
31.3	The entire system should have remote robotic control.
31.4	The entire system should be provide with collision detector switches that when activated should stop all major motor functions.
31.5	The point of intersection of the KV detector source axis and gantry rotational axis should move within a sphere of radius 1 mm or less for full 360 degrees.



31.6	It should be possible to apply the calculated lateral, longitudinal and vertical corrections along with the rotational corrections (pitch, yaw and roll) remotely from the control console for the 6 D robotic.
<b>32</b>	<b>On Board Imaging</b>
32.1	The KV detector should be flat panel amorphous silicon with field size of at least 30 x40 cm <sup>2</sup> and display matrix of the highest resolution available with the vendor.
32.2	Mention the spatial resolution in line pairs per cm.
32.3	Mention the KV range and KV step if it continuously variable in radiographic, fluoroscopic and cone beam CT modes.
32.4	Provide details of X-ray tube and its housing.
32.5	Specify the rating of the X-ray tube and its power supply.
32.6	Specify the focal spot dimensions, anode heat storage capacity and total heat storage capacity.
32.7	Mention the required cooling time between two successive volume scans.
32.8	The complete KV imaging system including the x-ray tube, detector system and robotic arms should have a non pro rata warranty for 10 years.
32.9	It should be feasible to combine various modes of imaging eg. KV-KV pairs, KV-MV pairs, Fluoroscopic KV imaging, Cine MV imaging etc for image guidance during treatment. Mention all combinations available.
<b>33</b>	<b>Motion management and control system</b>
33.1	A motion management and control system should be provided to cancel patient and organ motion and should be provided with necessary accessories.
33.2	The motion management and control system should be available on the LINAC room.
33.3	It should seamlessly integrate with the oncology information system.
33.4	Prospective and retrospective gating as well as amplitude / phase based gating or equivalent should be available. Automatic gating system and gated cone beam CT acquisition (if available) should be provided
33.5	The gating/active breath control/response triggering system should integrate with the LINAC and should be control the beam ON/OFF without interference from the operator.
33.6	The gating/active breath control/response triggering system should be provided with all required hardware and software for allowing respiratory gated radiotherapy including respiratory gated VMAT.
33.7	The Gating/active breath control/response triggering system Interface should seamlessly integrate with the treatment interface.
<b>34</b>	<b>IGRT Software</b>
34.1	Matching of the arbitrary KV and MV image pairs should be possible
34.2	The software should be able to compute the required couch correction in 3 translational and 3 rotational axes based on the comparison of the CBCT images to the reference image. In addition it should be able to correct in all 3 translational and rotational axis with arbitrary KV/MV images
34.3	The computed couch correction should be sent to the LINAC for automatic shifts in all 6 axes.
34.4	It should be possible to acquire gated/response triggered images in KV mode
34.5	Cone Beam CT images should be transferred to the OIS and TPS for adaptive radiotherapy planning. Both rigid and deformable image registration of Cone Beam CT data sets with the reference image set is required. If required a third party workstation can be supplied for deformable registration as above.
34.6	The system should support digital fluoroscopy in both KV and MV imaging system to visualize respiratory gating.
34.7	Image verification tools e.g. Blend image, split window, moving window and complimentary color blending.
34.8	The system should be capable of acquiring 4D cone beam CT to match with 4D planning CT images. Additional software and hardware required for the same should be

	provided without additional cost.
34.9	Calibrated hounsfield units must be available for CBCT images to be used for RT planning. Obtaining the data for the calibration curve is the responsibility of the vendor.
34.10	The system should be fully DICOM compliant with CT Import / Export, RT plan import, RT structures import and RT image import.
34.11	Calibration and Flex Map Phantoms should be provided. In addition all necessary phantoms for QA of IGRT, Gating, KV imaging and SRS/SRT should be provided.
34.12	Any other phantom required for Quality Assurance of the kV X ray/ CBCT system should be provided even if not mentioned explicitly. Real time Tumor targetting and Respiratory Gating motion tracking should be provided (for both Linac & Simulator CT): The technical specification laid down is desirable (however, vendors may quote relevant latest and advanced state of art equipment available with them - to be quote separately)
34.13	The Respiratory Gating system should be able to provide retrospectively and prospectively gated imaging studies. The Respiratory Gating system should track the patient breathing pattern within the specific threshold that determines when the treatment beam will be gated ON and OFF. The Respiratory Gating system should be able to provide retrospectively and prospectively gated imaging studies. The Respiratory Gating system should track the patient breathing pattern within the specific threshold that determines when the treatment beam will be gated ON and OFF. The Respiratory Gating system should be able to provide retrospectively and prospectively gated imaging studies. The Respiratory Gating system should track the patient breathing pattern within the specific threshold that determines when the treatment beam will be gated ON and OFF.
34.14	The gating system should support 4D CT for the CT scanner installed in the department, Gated VMAT treatment with real time position management along with beam hold capability. Adequate and appropriate software and license along with the necessary high-end hardware must be supplied. Provide complete details in this regard.
<b>35</b>	<b>Accessory System</b>
35.1	Two camera (at least one IR camera) should be provided inside the room
35.2	The real time images of the camera should be viewable on the console through separate screens.
35.3	An efficient patient communication system should be provided
35.4	The patient communication system should allow bidirectional communication.
<b>35.5</b>	Last Man out switch should be provided as per AERB norms
35.6	High quality public address cum music system should be provided for communication with the patient waiting area.
35.7	UPS of sufficiently high rating should be provided to ensure adequate backup for minimum 30 minutes. This UPS should be capable of covering the LINAC equipment, Lasers, Cameras, All displays, Servers and all provided workstations provided as a part of the treatment planning system. Note that separate UPS for each workstation is not acceptable.
35.8	A Generator with adequate power to provide backup for uninterrupted running of the LINAC machine, associated equipments, TPS and air conditioning.
35.9	The vendor should specify the complete details for air conditioning and humidity control systems as needed for the perfect functioning of the LINAC and its subsystems.
35.10	Complete details of such units must be furnished along with the offer and the same must be from reputed firms who have service providers at Calicut.
35.11	Separate chiller required for the LINAC should be an imported one and same shall be an integral part of the whole system for the purpose of various conditions of warranty, servicing, AMC etc.
35.12	A digital video recording system with LCD monitor and large memory should be supplied to monitor the treatment room from TPS room. This should be connected to the cameras in the treatment room via cables.

<b>36</b>	<b>Warranty / CAMC</b>
36.1	Comprehensive warranty (non pro rata) for 2 years from the date of commissioning of the system at MC, CLT after getting the Commissioning approval from AERB.
36.2	This is irrespective of the warranty conditions mentioned for waveguide and other systems as stated in sections above. In case any of the warranty clauses above mention higher periods of time for specific items the higher period shall be applicable
36.3	If any spare is to be imported or procured locally during the warranty period the cost of the part, transport, freight, insurance, clearance, excise, octroi, customs and other duties as applicable will be paid by the vendor. This warranty is comprehensive and on site.
36.4	State CAMC rates in Indian rupees for 8 years after expiry of the warranty period. The CAMC should include the air conditioning system, Dosimetry system and generator.
36.5	During the warranty period and CAMC period the vendor should provide a service uptime guarantee of 95%. The number of workdays in a year will be calculated as the number of weekdays excluding Sundays and Saturdays and 10 government mandated holidays (total of 250 days). Downtime will include any and all the time in which treatment on the machine was not possible due to machine (including all accessories like Chiller, Pump and all internal hardware e.g.MLC), workstation, hardware, software or network related issue. Non availability of KV/MV imaging system will also be included in the definition of downtime. In other words no more than cumulative 150 hours downtime due to any cause is acceptable in a calendar year. Any down time exceeding 5% shall attract a penalty of Rs 20000 per 12 hours or the duration of the CAMC should be extended by a term of double the downtime without additional cost. Note that treatment as defined above will be the planned treatment which may be in the form of any of the treatment techniques described in section 1.6. In this regard it is noteworthy that partial availability for only few forms of treatment will also be taken as downtime. If any spare is to be imported or procured locally during the CAMC period the cost of the part, transport, freight, insurance, clearance, excise, octroi, customs and other duties as applicable will be paid by the vendor.
<b>37</b>	<b>Immobilization devices</b>
37.1	All in One Immobilization Solution - Two set should be provided.(prices for both high density and low density should be quoted separately) All in One immobilization Solution from Orfit industries is only acceptable.
37.2	The system should come with all cushions and Long Board carbon fibre base plate
37.3	Complete set of Head Supports (32704 set and 32399), Blocks and Wedges (32700 set)
37.4	Complete Knee and Leg positioning set (29026, 29027, 29028 and 29029)
37.5	Complete Breast Lung Board Solution (Item Numbers 29008, 29013, 29009, 29015, 29010, 29017, 29018, 29019, 29007, 29011, 32015/9, 32706-MD)
37.6	Complete AIO Pelvic / Belly Board Solution (Item Number 29025, 29024, 29023, 29020, 29021, 29022, 32015/8, 32037)
37.7	AIO Storage Cabinet - Two such.
37.8	Thermoplastic sheets (orfit) of the following type (each type one box 50no's) Brain, head&neck, breast, lung&abdomen, belly&pelvis.
37.9	Shoulder Positioning system-two
37.10	Paediatric Open Face Hybrid Mask – Small, medium(each one box 50no's)
37.11	AIO Vacuum bag full body – Paediatric -5no's
37.12	Vacuum pump with all necessary accessories like hoses, connectors, indexing bars etc to prepare & set the vacuum bag -1set
37.13	Bolus 15x15 cm, 5mm -20no's
37.14	All the above immobilization devices 37.2 -37.11 should be compatible with the AIO solution mentioned in 37.1
<b>38</b>	<b>Dosimetry equipments</b>

38.1	<p><b>Radiation Field Analyzer ( Blue Phantom2)-iba make-</b> Require a full-fledged three dimensional Water Phantom &amp; Dosimetry System and therapy beam analyzer for performing Off-axis profiles, PDD, point dose measurement, beam symmetry tuning, Dose rate constancy check, vector scan and TG51 lead foil measurement for low and high energy Photon and 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 and all available options are controlled by the same software that runs under Microsoft Windows. The system should be suitable to measure pulsed radiation with fluctuation dose rate. ( Latest hardware and software should be provided.)</p>
38.2	<p><b>Water Phantom</b> The scanning volume should be large enough to scan and should not be less than 48x48x41 cm. It should be square in shape and the system should come with suitable thickness to avoid bending of the tank's walls by water pressure and water absorption of the acrylic material. The system should come with the latest technology which gives a certified accuracy of <math>\pm 0.1</math> mm. The system should come with a calibration certificate certifying the accuracy, from a secondary standard dosimeter lab. The reproducibility of a position should be <math>\pm 0.1</math> mm throughout the whole phantom. The positioning tool should be there to allow easy and exact positioning of the chamber's geometrical centre in the central beam and at the water surface. Apart from this the exact position of the chamber in the radiation beam should be possible via software. The positioning speed should be adjustable upto 50mm/s. The acceleration of the step movement should also be changed as and when required. 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. Central axis correction should be included along with the system. System with latest measuring modes like continuous scanning mode of scanning speed more than 15mm/s, which gives the highest spatial resolution of 0.1mm at the shortest possible measuring time, will be preferred. Step by step measurement mode should also be provided. Levelling frame should be provided.</p>
38.3	<p><b>Water reservoir</b> The water reservoir should be at least 200 litres 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 through the wheel with polyethylene or equivalent. The lifting carriage should come with the technology that keeps the height absolutely accurate. The Lifting carriage and Water Reservoir should be separate for easy movements, must be imported and directly from the suppliers. The water reservoir should have a safety circuit that avoids the dry pump running.</p>
38.4	<p><b>Control Unit</b> A separate control unit for controlling the movement of the detector in any three directions should be possible. The control unit should permanently store zero point, reference point and limit points for water phantom. It should have a time constant of minimum 20ms and the leakage current should be less than 200fA.</p>
38.5	<p><b>Software:</b> Fully workflow oriented acquisition and analysis software to increase efficiency and to reduce the commissioning and QA time of the Linac should be provided with the following minimum properties: -Masy data exchange with ImRT software system -Support of all international and industry protocols -Licenses for installation of acquisition and analysis software on up to five workstations <b>Common settings:</b> -Complete settings in one window -Visibility of connected controller and electrometer <b>Queue Set-Up:</b> -Highlights discrepancies prior to measurement -Queues pre-defined though adaptive/flexible; measurements are prepared based on RTPS Requirements -Queue filtering and sorting base for grouping scans and optimization queues functions for modify, extend and exchange queues</p>



	<p>-Import of RFQ files (queue files)</p> <p><b>Data Acquisition:</b></p> <p>-1D, 2D and 3D data views</p> <p>-Online display of measurements and online data analysis of each scan controller panel</p> <p><b>Data Analysis:</b></p> <p>-Electron depth-curves/profiles photon depth-curves/profiles TPR/TMR</p> <p>-Isodose / Array calculation mathematics: add, multiply, subtract and divide curves data modification tools, e.g. rescale, move, mirror</p> <p><b>RTPS:</b></p> <p>-Generation of measurements queue data transfer plug-in module for new RTPS update</p> <p><b>Archiving / Printing:</b></p> <p>-Appropriate data archiving customized print templates creation and export of tables</p>
38.6	<p><b>Administrative Data:</b></p> <p>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 are 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 existing 3D TPS in the department of Radiotherapy must be offered. Additional software (if required ) should be provided to convert the data from RFA workstation to 3DTPS available with the department.</p>
38.7	<p><b>Data Analysis:</b></p> <p>Various normalization should possible viz. normalization to maximum for depth dose curves, normalization to maximum or center for profiles and normalization to maximum, enter, position and value for isodose lines. Homogeneity and symmetry should 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 as well as the AERB protocols for both photons and electrons.</p>
38.8	<p><b>ARRAY DETECTOR for IMRT, Rotational IMRT and FFF (iMATRIXX)-iba make</b></p> <p>The device must be based on ion chamber matrix with more than 1000 detectors, having the facility to use with slab phantom for measurements and should be calibrated for FFF applications at high dose rate. The device should come with a physical device to calculate the gantry angles for VMAT/Rapid Arc plans. The chamber must be a vented plane-parallel square shaped ion chambers with center to center spacing less than 8mm. 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. The device should include a temperature and pressure sensor to perform an automated correction of the chamber signal. The software should allow for the Registration of measured vs planned data, Complete IMRT verification of measured vs. planned TPS data incl. 1D profiles, 2D isodose maps, automated verification such as sum, (absolute difference, correlation, multiplication, DTA (distance to agreement) calculation, Gamma analysis, including threshold and gamma angle</p> <p>Histograms (for data sets and results) Region (ROI) of interest analysis Time based analysis (tables) e.g. start-up</p> <p>Linac QA including field width, penumbra, symmetry, flatness. It should have interface to Vidar and Epson Scanners, including scanner- (OD) and film- (dose) calibration. It should be able to do MLC QA - comparison of measured film with standard MLC patterns and Multiple profile analysis (e.g. MLC check)</p> <p><b>License for complete DICOM for:</b></p> <p>Import of planned 2D and 3D data from all TPS supporting DICOM RT and RTOG formats ,Import of EPID data via DICOM Interface to DICOM compatible scanners (e.g. Kodak CR, Agfa) via import of DICOM CR files</p>
38.9	<p><b>Machine QA and Daily QA-iba make</b></p>

	<p>A comprehensive daily machine QA ion chamber based detector should be provided. There should be at least 300 ion chambers for precise measurement. The system should be capable of giving the parameters like analysis of symmetry, flatness, penumbra, field width, energy verification, dose output in a single exposure. Additionally, it should be able to perform MLC and wedge check, light field vs. radiation field congruence and Linac start-up behavior. The software should be capable of automated archiving in database, advanced grouping, filtering &amp; sorting, simple export of data to Microsoft Excel, Water phantom software and ImRT software with only one click. If the IMRT detector offered earlier is able to perform the above tests, then the vendor is allowed to quote for only the software needed for performing the daily QA with the IMRT ion chamber array. The following items should be included in the daily QA package- a local D10/20 phantom, thermometer (in water measurement) and barometer. A 1-D motorised water phantom with necessary inserts for the supplied chambers should be also supplied.</p>
38.10	<p><b>Absolute Dosimetry and Detectors-iba make</b></p> <p>A reference class electrometer with a sampling time of minimum 20ms should be provided. 2 nos of 0.13cc ion chambers ( one for reference and one for measurement), two farmer chamber 0.65cc and one 0.4cc parallel plate chamber, one number 0.01cc ion chamber for small field dosimetry should be provided, along with necessary long triax cables and connectors. Adequate build-up caps for (6MV,10MV&amp;15MV) farmer chamber should also be provided. All chambers supplied should be water-proof and should have TRIAX connection.</p> <p>EFD 3G 1No -pSi diode field detector, electron beams, TNC triax</p> <p>PFD 3G -pSi diode field detector, photon beams, TNC triax 1No</p> <p>SFD for small field dosimetry 1No</p> <p>RFD for small field dosimetry 1No</p> <p>Detector holder for CC ionization chambers and diode 1No detectors as well as third party detectors with a diameter of 4 mm to 10 mm</p> <p>Detector holder for CC and FC chambers as well as third 1No party detectors with a diameter of 10 mm to 15 mm</p> <p>Detector holder for parallel plate chambers 1No</p>
39	<p><b>ONLINE Patient dose verification ( price to be separately Mentioned)</b></p>
	<p>The Detector for Online Treatment Monitoring should be ion chamber based for long term reliability and should be wireless and cable-free for easy utilization. It should be mounted and secured on the Linac gantry head for measurements during the actual patient treatment. It should have more than 1500 ion chambers with a resolution of 5mm or better in the central area. It should come with physical gantry angle sensor for rotational IMRT cases. It should cover the full field of 40cm X40cm. The detector layout should be efficient for treatment plan QA and machine QA. The software should be capable of doing online treatment monitoring and 3D pre-treatment QA based on actual patient CT based anatomy and not based on a phantom plan. The algorithm used by the software should be industrial standard like AAA or pencil beam or collapsed cone. Additionally, a software platform to integrate the softwares of existing water phantom and patient QA device should be quoted. It should be able to perform machine QA parameters as per TG142 standards, with the hardware already available in the institute. There should be an option of comparing the measured machine QA data with the water phantom commissioning data. If the necessary hardware to measure the machine QA data is not compatible, the vendor should provide the necessary hardware along with the system. It should have the necessary modules to conduct an EPID QA, MLC QA and CBCT QA. Necessary hardwares needed for performing EPID QA, should be included, except the electrometer. The software platform should have cloud connectivity capability and the institute should be able to compare their results with any other reference centres in the same platform, anonymously. It is the responsibility of the vendor to integrate all the existing dosimetry software to the platform. Dosimetry training for the online dosimetry system should be provided for two physicist in an international centre of excellence. In addition to this, onsite training should also be provided. All the expenses for the training including visa, travel, accommodation etc should be borne by the vendor.</p>

<b>40</b>	<b>Licenses</b>
40.1	Two Dose Calculation Licenses for external beam dose calculation using photons and electrons (Licences should be for all the algorithms requested above).
40.2	Two licences for VMAT planning ,Optimization, Multi arcs and Avoidance Selection, Jaw Tracking, FFF Fluence Mode
40.3	Two External Beam Planning Advanced License, Two 4 D Capabilities Licence, One Beam Angle Optimization License, One Deluxe Reports License, Two Contouring Workstation Licences.
40.4	Site wide Licenses should be provided for all the features mentioned in Oncology Information System and Treatment Planning System. The licenses should allow deformable image registration, atlas based auto segmentation, Large Field IMRT, Biological Optimization, Biological Evaluation, Smart Staging etc. The entire system should be capable of supporting VMAT planning, Deformable Image registration, Atlas based auto segmentation, Contouring, Plan Evaluation, Biological Optimization,Biological Plan Evaluation, Offline Review on at least 2 independent workstations simultaneously .
40.5	Please provide complete itemized list of all licenses that will be provided along with the number, version and detailed descriptions of the features unlocked or available with said license. Also mention if the said licenses are available site wide or for an Individual workstation in addition to whether they are floating / fixed. Attach detailed separate sheets if required. Please note if the licenses are not matching the required Features in the numbers required by MC,CLT the tender will be rejected.
40.6	Software Licence should be provided for the seamless integration of the proposed LINAC with the existing planning system in the department of Radiotherapy at Medical college Calicut. Transfer of data (plans and images) between the existing planning systems and the proposed LINAC should be made possible by the vendor. If the vendor is not the one providing the existing facilities then all the expenses for the purchase of the required licences, if any, should be borne by the proposed vendor. The hardware if any required for the above seamless integration should be done by the vendor.
<b>41</b>	<b>Training</b> In order to utilize all the features of the machine effectively, the supplier should provide Clinical Training for Two Radiation Oncologist and Two Physicist from the hospital, for a period of at least 15 days at reputed hospital in a developed country with all facility. Dosimetry training should also be provided for two physicist for the commissioning and QA of the LINAC in a center of excellence. Supplier should also provide onsite Training for the physicians, physicists and radiographers for a period of at least 15 days during the installation of the unit on operation and use of the unit. The supplier should also give physics support for treatment planning, beam data acquisition and modeling and TPS commissioning after handing over. All the expenses for the training including visa, travel, accommodation etc should be borne by the vendor.
<b>42</b>	<b>Bidders are requested to quote the price of the each major component separately.</b>

	<b>TURNKEY DETAILS: (Cost of the turnkey should be quoted separately.)</b>
<b>1</b>	<b>TURN KEY INSTALLATION</b>
	The system should be installed and handed over in working condition with all necessary electrical and , air conditioning work undertaken by the vendor in consultation with the user dept.
	All necessary interconnecting interfaces, cable, modules, and other hardware and software to fully integrate the system for full operational status.
	<b>The Turnkey Scope of Work</b>

	The Supplier should inspect the proposed site offered by the Consignee, wherein the LINAC has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Furnishing, and Air-conditioning for the proper functioning. The scope of work includes the installation of Diesel Generator with all necessary cabling , grounding , earthing . The supplier shall arrange for all necessary regulatory clearances and approvals from local authorities like Electrical Inspectorate , State Electricity Board etc ; for all activities undertaken by them at the site.
2	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	Furniture like desk, chairs, shelves etc.
c	Adequate Radiation shielding as per AERB norms
d	<b>Air-conditioning of Tonnage 10 TR will be considered for Ranking / Evaluation purpose.</b>
e	<b>Moreover Bidders will have to quote the Unit Rates of the following components of turnkey work.( the bidder shall quote the unit rates of any other turnkey activity which is not mentioned in the list below). The payment for Turnkey work shall be based on the actual measurement of Turnkey work executed at the supplier at the site , The price quoted for 10 TR HVAC is used for L1 calculation of the bids. Bidder should clearly mention break up price of each component of turnkey separately.</b>
1	Electrical work
2	Air Conditioning (HVAC)
3	Interior Furnishing & Furniture
4	Miscellaneous
	<b>Scope of work</b>
	<b>The supplier should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed project along with technical bid of the tender.</b>
	<b>The LINAC CENTRE shall consist of the following rooms:</b>
a	LINAC Treatment Room
b	Console room
c	Control room
d	Chiller Room
A)	<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:
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	Switches light and power points should be of modular type and of standard make as listed below.
d	General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts.
e	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.
<b>B)</b>	<b>AIR CONDITIONING:</b>
1	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.
2	The outdoor units of AC should have grill coverings to prevent theft and damage.
3	Environment specifications:
4	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
5	Temperature ranges: $22 \pm 2^{\circ}$ C in all areas except equipment room which shall be as per requirement of the equipment.
6	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder
<b>C)</b>	<b>Furniture:</b>
1	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. – <b>4 NO.S</b>
2	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – <b>3 NO.S</b>
3	Drug trolleys for patient preparation area.- <b>1 NO.</b>
4	Patient trolley with rubber foam mattress to be kept in the patient preparation room.
5	Name boards for all rooms
6	Tables for all Workstation
7	Changing rooms should have change lockers and dressing table.
8	Dustbins (plastic with lid) to be provided as required.
9	Any other furniture item as per requirement.
10	All furniture items should be of standard make as mentioned in the table below.
<b>D)</b>	<b>Miscellaneous:</b>

1	Reporting room should be provided with LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. – 2 no.s
2	Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc
3	Broadband connection: for REMOTE SERVICE of LINAC system.
4	Fire extinguisher Dry CO2 type as required for the building safety.
<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>	
<b>SL NO</b>	<b>ITEMS</b> <span style="float: right;"><b>PREFERRED MAKES</b></span>
A	<b>ELECTRICAL</b>
1	<b>CABLES</b> - Finolex, Havells ,V-Guard
2	<b>SWITCHES</b> - Legrand, L&T, Crabtree , Roma
3	<b>DISTRIBUTION BOX , MCB</b> - Legrand, L&T, Siemens, Havels
4	<b>LIGHT FITTINGS</b> - Philips / Crompton / Kesselec-Schreder / Wipro.
B	<b>AIR CONDINTIONING</b> - Daikin, Hitachi, Blue Star, Voltas,
C	<b>FURNITURE</b> - Hermen Miller , Godrej , Featherlite

## **SECTION-VII**

### **TECHNICAL SPECIFICATIONS GENERAL TECHNICAL SPECIFICATIONS FOR EQUIPMENT**

#### **GENERAL POINTS:**

1. Warranty:

- a) Two years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning , trial run & handing over of equipment to Institution/Consignee/ User.
- 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 and changes** should be provided free of cost during Warranty & CMC period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided 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. If the manufacturer /agent do not have the service centres in India they will have to set up the same within 45 days after award of contract.

3. Training:

On Site training/ **at Principals site** to 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.

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

- 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 8 years on yearly basis for complete equipment (including other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in three months 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.**
- 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 once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software **updates and changes** 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.

***Turnkey:***

Turnkey is indicated in the technical specification, if required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with the consignee. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may 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 Turnkey Work should completely comply with AERB requirement, if any.

## 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
  - c. telegraphic address
  - d. telex number
  - 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**

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, 100% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.

#### **Note**

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

2. 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.
3. 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.
4. 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 from the date of tender opening)

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 end user certificates as per format annexed)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

**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. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited**

**FORMAT OF PERFORMANCE CERTIFICATE**

**To whom it may concern**

Date\_\_\_\_\_

Certified that M/s\_\_\_\_\_ (name & address of manufacturer) supplied us \_\_\_\_\_ Nos(indicate quantity) of equipment,\_\_\_\_\_ (indicate name of the equipment) against our order no \_\_\_\_\_ dt \_\_\_\_\_ (please indicate order no & date as figuring in the performance statement).The equipment was installed,commissioned and handed over to us \_\_\_\_\_ (indicate date) & since then the equipment is has been working to our entire satisfaction.

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

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

Name & Designation of the officer with seal\_\_\_\_\_

\_\_\_\_\_  
(in capital letters)



**Section – X**  
**TENDER FORM**

Date \_\_\_\_\_

To \_\_\_\_\_

---

**The DVP (Tech.), HLL Lifecare Ltd, (A Government of India Enterprise), Infrastructure Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006**

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 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 statutory Authorities as per govt. rules/procedures..

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**

**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5							6	
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.)	
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf  (a)	Excise Duty (if any) [%age & value]  (b)	Sales Tax/ VAT(if any) [%age & value] ©	Transportation Charges  (d)	Insurance charges for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site  (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site  (f)	Unit Price (at Consignee Site) basis  (g) =a+b+c+d+e+f		4 x 5(g)

Total Tender price in Rupees:

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

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

**Signature of Tenderer** \_\_\_\_\_

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

**Seal of the Tenderer** \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE**

**B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5											
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)											
				Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/ Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling Charges **	Loading/ unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site **	Installation commissioning, supervision. Demonstration & training at the consignee's site **	Unit price on DDP basis at consignee's site		
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(i) In Indian Rupees (b+f+g+h+i)	(ii) In foreign currency (e)

Total price at Consignee's site

\*\* (i) In Indian Rupees      column 4 x (b+f+g+h+i) Rs \_\_\_\_\_ (In figures and words)

(ii) In foreign currency      column (4 x e) \_\_\_\_\_ (In figures and words)

**Note: -**

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP and INCOTERMS
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders

**Name** \_\_\_\_\_

**Business address** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Seal of Tenderer** \_\_\_\_\_

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

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

**SECTION – XI PRICE SCHEDULE****PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

1	2	3	4								5
Item Sl. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.								Total Comprehensive Maintenance Contract Cost for 8 (or as specified) Years [3 x (4a+4b+4c+4d+4e+4f+4g+4h)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	
			a	b	c	d	e	f	g	h	

- \* After completion of Warranty period

**NOTE:-**

- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 8 years on yearly basis for complete equipment and Turnkey (if any).
- 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.
- Cost of CMC will be added for Ranking/Evaluation purpose.
- The payment of CMC will be made as per clause GCC clause 21.1 (D).
- All software updates should be provided free of cost during CMC period.
- The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name \_\_\_\_\_

Business Address \_\_\_\_\_

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

Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE****D) PRICE SCHEDULE FOR TURNKEY**

<b>Schedule No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>CONSIGNEE CODE</b>	<b>Turnkey price</b>

**Note: -**

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

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

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

**SECTION – XII  
QUESTIONNAIRE**

**Fill up the Section XX – Check List for Tenderers and enclose with the Tender**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. 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 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 mentioned in the Checklist, its tender will be liable to be ignored.

**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:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b) fails or refuses to accept/execute the contract.
  - or
  - c) 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 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**

To

**DVP(Tech.), HLL Lifecare Ltd, (A Government of India Enterprise), Infrastructure Development Division, “Adarsh” TC 6/1781, Vettamukku, Thirumala P.O, Thiruvananthapuram-695006.**

Dear Sirs,

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 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. Agency agreement with them giving details of agency commission shall be provided.

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 than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

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.*



**SECTION – XV**

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

To  
Head of Hospital/Institute/Medical College

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 up to 30 (thirty) months 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's/Consignee's 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) \_\_\_\_\_

- 2. 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
  - 3. Warranty clause
  - 4. Payment terms
  - 5. 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: \_\_\_\_\_

**SECTION – XVI**  
**CONTRACT FORM – B**  
**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

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

(Address of Head of Hospital/Institute/Medical College)  
 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

6. 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 8 Years [3 x (4a+4b+4c+4d+4e+4f+4g+4h)]	
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>		
			a	b	c	d	e	f	g	h		

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

- b) 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)
- c) 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 8 years as contained in the above referred contract on yearly basis for complete equipment (including electron gun, RF power source, Robotic arms etc. \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).
- d) 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.
- e) 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 once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) 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.

- h) 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.
- i) **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 Consignee. The payment will be made in Indian Rupees.
- j) **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. authorised official)

\_\_\_\_\_  
(Signature, name and address  
of Institute 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 : \_\_\_\_\_  
LC No: & date ( for LC shipments) : \_\_\_\_\_
- 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/Transporter: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) 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 No.
---------	---------------------	----------	----------------------------

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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:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

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).

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:**

**He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**

**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).**

**Training of personnel has been done by the supplier as specified in the contract**  
**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  
ANNEXURES**

**Annexure 1**

**DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF  
C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS**

1. (a) SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference. Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO., HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

- (b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between the Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant Shipping signed on 9.1.1979, as amended up-to-date.

2. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The seller should arrange shipment of the goods by vessels belonging to the following Indian member lines;

1. The Shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd
3. India Steamship Co., Ltd

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer,

Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

### 3. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

#### (i) IMPORTS FROM POLAND

Shipment under this contract would be made by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

#### (ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo , quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

#### (e) SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

### 4. SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

**Note:** The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

(g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

5. SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY: Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India – Pakistan – Bangladesh – Ceylon and Burma Outward Freight Conference. If the Seller finds that the space of the ‘Conference Lines’ vessels is not available for any specific shipment he should take up with India – Pakistan- Bangladesh – Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York, N.Y. 10006 USA, for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

6. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines;

1. The shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

(k) SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS  
NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) at least six weeks in advance of the required position.

7. BILLS OF LADING

a. C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and 'Consignee' as under:

**SHIPPER:** The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

**CONSIGNEE:** As per consignee's particulars in the contract (The name and address of the 'Port Consignee' and 'Ultimate' both should be indicated).

b. F.O.R SHIPMENTS

The Bills of lading should be drawn to indicate shipper Consignee as under:

**SHIPPER:** The F.O.R suppliers Concerned

**CONSIGNEE:** Supplier's Indian Agent on order

**Note:**

1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

**SECTION – XX**  
**CHECKLIST**  
**Name of Tenderer:**  
**Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public.			
3.	(a) Are you a SSI unit, registered with NSIC under Single point registration Scheme or registered with DGS&D for the quoted items ? If so, have you enclosed a copy of the registration certificate?  (b) Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India?  If so have you enclosed a copy of the enlistment certificate?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			
6.	(a) Have you submitted manufacturer's authorization as per Section XIV? (b) Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
7.	(a) Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI? (b) Have you submitted with your Price Bid your Principal's /Manufacturer's Original proforma invoice indicating FOB value and Indian Agent Commission .			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	(a) Have you fully accepted payment terms as per TE document? (b) Have you accepted "terms of delivery" as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you confirmed that the terms of delivery shall be "Delivery at Consignee Site" ?			
14.	Have you accepted the warranty as per TE document ?			
15.	Have you accepted all other terms and conditions of TE document?			
16.	(a) Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? (b) Have you given "write up" as asked for in Qualification Criteria (Section IX) under Note 2 ?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted the certificate of incorporation?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
  2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
  - 3 . It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Non submission of the above information/documents makes the bid liable to be ignored without any further reference to the Bidder.
- 

**(Signature with date)**

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**(Full name, designation & address of the person duly authorised sign on behalf of the  
Tenderer)  
For and on behalf of**

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**(Name, address and stamp of the tendering firm)**

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## **Section – XXI Consignee Detail**

**Tertiary Cancer Care Centre at Government Medical College, Kozhikode, Ministry of Health & Family Welfare. Govt of Kerala.**

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