GLOBAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF
MEDICAL EQUIPMENT
FOR SIX AIIMS

UNDER PMSSY Scheme

FOR

GOVT OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

HLL/PCD/PMSSY/AIIMS-II/11/13–14

BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14 A, Sector-62, Noida-201 307
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SECTION I

NOTICE INVITING TENDERS (NIT)
For Global Tender from
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)

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FOR
GOVT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HLL/PCD/PMSSY/AIIMS-II/11/13-14 **Dated 19.12.2013**

NOTICE INVITING TENDERS (NIT)

(1) Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply of Medical Equipments for Radiotherapy and Medical Oncology department for Six All India Institutes of Medical Science (AIIMS) – Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur, Rishikesh under PMSSY:

S.No.	Name of Equipment	Department	Quantity per AIIMS	Total Quantity for 6 AIIMS	EMD (Rs.)
1	Platelet Agitator	Radiotherapy & Medical Oncology	1	6	84,000
2	(Cell seperator) Apheresis Machine	Radiotherapy & Medical Oncology	1	6	2,40,000
3	Hemo Analyzer	Radiotherapy & Medical Oncology	1	6	1,80,000
4	Dual energy linac with dosimetry	Radiotherapy & Medical Oncology	1	6	2,28,00,000
5	Low energy linac	Radiotherapy & Medical Oncology	1	6	84,00,000
6	HDR Brachytherapy	Radiotherapy & Medical Oncology	1	6	36,00,000
7	Multislice CT Simulator	Radiotherapy & Medical Oncology	1	6	72,00,000

(2) **Tender No.: HLL/PCD/PMSSY/AIIMS-II/11/13-14**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	19.12.2013 to 28.01.2014, 1000 hrs to 1600 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
iii.	Cost of the Tender Enquiry Document	Rs. 5000/-
iv.	Pre Tender Meeting Date & Time	30.12.2013, 1100 hrs IST
v.	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	29.01.2014, 1200 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	29.01.2014, 1230 hrs IST
viii	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

3. Interested tenderers 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 5000/- per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of **"HLL Lifecare Limited"** payable at New Delhi**.**
4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 100/- for domestic post and Rs 500/- for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** 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.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.

Head (P&CD)
HLL Lifecare Limited

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

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 Ministry of Health & Family welfare Govt of India.
(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 (AIIMS)/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) "TE Document" means Tender Enquiry Document
(ii) "NIT" means Notice Inviting Tenders.
(iii) "GIT" means General Instructions to Tenderers
(iv) "SIT" means Special Instructions to Tenderers
(v) "GCC" means General Conditions of Contract
(vi) "SCC" means Special Conditions of Contract

(vii) "DGS&D" means Directorate General of Supplies and Disposals
(viii) "NSIC" means National Small Industries Corporation
(ix) "PSU" means Public Sector Undertaking
(x) "CPSU" means Central Public Sector Undertaking
(xi) "LSI" means Large Scale Industry
(xii) "SSI" means Small Scale Industry
(xiii) "LC" means Letter of Credit
(xiv) "DP" means Delivery Period
(xv) "BG" means Bank Guarantee
(xvi) "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 India
(xxxi) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
(xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
(xxxiii) "RT" means Re-Tender.

2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of 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 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

4.1 The tender submitted by the 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

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 List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested 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 to all prospective tenderers, which have received the TE documents and will be binding on them.

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 not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

A) <u>Techno – Commercial Tender (Un priced Tender)</u>

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 (without indicating any prices).

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. **<u>While giving authorization to agent , to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.</u>**

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 XI 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.

Note:
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.

Note:
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 warrantee 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.

13.4 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 on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) 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), a s 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

c) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;

d) Deleted

e) the charges for 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. 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) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
h) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

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

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

a) 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 as laid out in section VII (Technical specifications).
e) Principal/ manufacturer's original proforma invoice with the price bid

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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.

16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period 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 commercial bank in India or 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 commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 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 and the same should be submitted along with the bid.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 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, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. 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 two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders. Tenders are requested to submit tenders duly page numbered and in a binding form. **Tenders submitted in loose sheets will not be accepted.**

21.3 The original and duplicate 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 duplicate copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", 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, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. 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 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. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. 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. 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 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

27.3 Deleted

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

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

(i) Deleted
(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 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.
(vii) Deleted
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(ix) Poor/ unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
(xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmity/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

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

30. Discrepancy between original and copies of Tender

30.1 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 on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **"Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum."**

34.2

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

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased 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 (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by 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 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 reserve 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)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	25
B	8 to 10	TE documents	No Change	25
C	11 to 21	Preparation of Tenders	No Change	25
D	22 to24	Submission of Tenders	No Change	25
E	25	Tender Opening	No Change	25
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	25
G	38 to 45	Award of Contract	No Change	25

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)
TABLE OF CLAUSES

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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within fifteen (15) 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:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India,

in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

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

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

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

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

7.3 Packing instructions:

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

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

8. Inspection, Testing and Quality Control

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

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

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

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the

same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

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

ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation,

testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) 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 consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

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 Doctors, 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 / courier (or as instructed in the contract):

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) 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) Certificate of origin;
(vi) Insurance Certificate as per GCC Clause 11.
(vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

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

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight 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, BEAUREU VERITAS, TUV 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, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

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

- Plastic & Glass Parts against any manufacturing defects.
- All kind of sensors.
- All kind of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

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 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least 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.

15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
b) Mode of packing,
c) Incidental services to be provided by the supplier
d) Mode of 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.

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 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
(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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

B) Payment for Imported Goods:

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

a) On Shipment:

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 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
(v) Manufacturer's/Supplier's warranty certificate;
(vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
(vii) Manufacturer's own factory inspection report and
(viii) Certificate of origin by the chamber of commerce of the concerned country;
(ix) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.

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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

c) Payment of Indigenous Goods :

Payment of indigenous goods will be paid as per the applicable payment terms i.e. 75% on delivery and 25% on acceptance. Delivery of the indigenous goods should be in line with the imported equipment.

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

e) 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.

C) Payment of Turnkey, if any:

Turnkey payment will be made as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

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 receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed 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, interalia 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 or install /commission 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

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

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

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

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

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing 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 dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). 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 of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India .

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.

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

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

33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI
LIST OF REQUIREMENTS

Part I

S.No.	Name of Equipment	Department	Quantity per AIIMS	Total Quantity for 6 AIIMS	Warranty required	CMC required
1	Platelet Agitator	Radiotherapy & Medical Oncology	1	6	5 years	yes
2	(Cell seperator) Apheresis Machine	Radiotherapy & Medical Oncology	1	6	5 years	yes
3	Hemo Analyzer	Radiotherapy & Medical Oncology	1	6	5 years	yes
4	Dual energy linac with dosimetry	Radiotherapy & Medical Oncology	1	6	5 years	yes
5	Low energy linac	Radiotherapy & Medical Oncology	1	6	5 years	yes
6	HDR brachytherapy	Radiotherapy & Medical Oncology	1	6	5 years	yes
7	Multislice CT simulator	Radiotherapy & Medical Oncology	1	6	5 years	yes

Part II: Required Delivery Schedule:

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

75 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.

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period).

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

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

Note: Deleted

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:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch, whichever is earlier.
Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

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

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

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

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

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

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

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

TECHNICAL SPECIFICATIONS

Schedule no. 1
Platelet Agitator

- It should have provision to store about 96 platelet bags or 36 Aphaeresis bags or bags of different sizes.
- It should have clear view single pane glass roll out door which should roll inside the chamber for opening of the incubator.
- Agitator should stop automatically once the door is opened.
- It should have micro-processed controlled LCD display, temperature graph display and graphical display of agitation speed.
- It should have stainless steel rtd sensor probes.
- It should have provision for 4"day chart recorder with battery backup for continues operation during power failure.
- It should be able to maintain a temperature of 22 degrees.
- It should have gentle side to side motion (1 ½" 38mm) with 65 ±5 strokes per minute
- It should have drawers with holes for complete air circulation across both surfaces of plate bags

Schedule no. 2
(Cell Separator) Apheresis Machine

- Weight 177 kg (389 lb)
- Physical dimensions Height: 148.6cm (58.5inches) 178cm (70inches)(with IV pole)
- Height with mobility enhancements: (wheel/caster kit only) 151.1 cm (59.5 inches) (wheels/ casters and swing arm kits) 137.8 cm (54.25 inches) (swing arm kit only) 135.3 cm (53.25 inches) (with IV pole) 180.3 cm (71 inches)
- Width: 70 cm (27.6inches) Width with mobility enhancements: 73 cm (29.0 inches)
- Depth: 71 cm (27.9 inches) Depth with mobility enhancements: 68 cm (26.7 inches)
- Ambient operating temperature 18º C to 27.5º (64ºF to 81º F) to maintain maximum blood temperature below 42ºC(107º F) rpm: 2,400Minimum blood flow: 25mL/min
- Ambient operating humidity 0% to 80% RH, no condensing
- Storage temperature - 18º C to 60º C (0º F to140º F)
- Fluid spillage A spillage over the top does not render the unit unsafe
- Line voltage 100 ±10% volts A.C., 47-63 Hz, 115 ±10% volts A.C., 47-63 Hz, 220 ±10% volts A.C., 47-63 Hz, 240 ±10% volts A.C., 47-63 Hz
- Centrifuge speed range 400 to 2,400 rpm, Centrifuge speed accuracy ±5%, Maximum g-force generated in channel Dual-stage channel: 910 g, Single-stage channel: 930 g
- Centrifuge Pressure Sensor, Operating range 400 to 1,200 mm Hg, Alarm pressure 1,000 mm Hg
- Disposable Tubing Sets
- It should have anticoagulant level detector
- It should have collect concentration monitor
- Disposable Tubing Sets

Schedule no. 3
Hemo Analyzer

WBC count/RBC count	0-400/0-8.0
• Haemoglobin / platelet	1-25/0-3,000
• MCV (Fl) or Hct (%)	-
Precision:	
• WBC count / RBC count	≤1.7 percent / ≤0.8 percent
• Haemoglobin / platelet	≤0.8 percent / ≤3.3 percent
• MCV or Hct	≤0.8 percent (MCV)
Accuracy of automated differential compared with	lymph% = ±3.0%, neut% = ±2.0%,
Manual differential (per CLSI H-20A2)	mono% = ±3.0%, eos% = ±1.0%, baso% = ±1.0%
Interfering substances:	
• WBC	unusual RBC abnormalities that resist lysing, NRBC, fragmented WBC, unlysed particle >35 Fl, gaint PLT, PLT clumps
• RBC	very high WBC, high concentration large PLT autoagglutinins
• MCV or Hct	MCV and Hct: very high WBC, high concentration large PLT autoagglutinins
• Platelet	very small RBCs and WBC fragments may interfere
• Hemoglobin	very high WBC, severe lipemia, heparin, rare lyse-resistant RBCs
Interfering substances: Differential	high triglycerides may affect lysing
Maximum CBCs per hour / Maximum CBCs and Differentials per hour	110/110
Minimum specimen volume open/Closed /Sample Dead volume closed	200µL/300µL, 550µL with slidemaker/1.0 mL
Maximum archived data accessible when system online	20,000 samples
No. specimens for which numeric results saved in Memory at once	20,000 samples
No. specimens for which histo/ cytrogram results saved in memory at once	20,000 samples

Scatter gram display: cell-specific color

Histogram display: with thresholds

Schedule no. 4
Advanced High Energy Linear Accelerator System

1. High Energy Medical linear Accelerator shall be have futuristic Advanced FULLY DIGITAL platform and shall have minimum photons of 6 and 15 MV & any five electron beams from 4 to 20 MeV range. The bid of renderer who has advanced fully digital linear accelerator model, but offer only old analogue model, will be summarily rejected. The Linac shall deliver IMRT, VMAR/RAPID ARC, 3D CBCT, and gated Delivery as package and shall be upgradable to 4D kV one beam CT (IGRT), external micro MLC for practicing SRS techniques etc in future. Such options shall be offered in the tender and shall have validity of at least 2 years for such upgrade/ any options, if the hardware upgrade is required, that shall be costed in and quoted to avoid any hidden charges in executing such options/upgrades. The main equipment and major features shall have AERB type approval and shall have FDA or CE approval.

2. **BASIC EQUIPMENT**

a. The accelerator shall be capable of producing two clinically useful photon beams with energies of 6 MV for the low energy, 10MV for mid energy and 15 MV for the high energy. The minimum characteristics of each energy for a 10x10 field at 100 cm TSD should be as follows :-

Nominal Energy (MV)	Dmax (cm)	%Depth Dose at 10 cm depth (10x10 field)
6	1.5 ± 0.2	67.1 ± 1.5
15	3.0 ± 0.2	76.5 ± 2.0

For all the energies quoted, specify the above characteristics. A difference of ±2% in the depth dose data from the IEC published values.

b. **Dose Rate Beam Stability**

1. The X-ray dose rate shall be variable in steps and the minimum X-ray dose rate shall be equal to or more than 500 MU/minute for all 10 MV, 6 and 15 MV X-ray energies and 200 MU/min if 4MV. Buyer will not accept any optional price for higher dose rates for flat photons.

Linac Dosimetry Control System

The LINAC shall have built in dosimetry chambers with two separate sealed or unsealed chambers. Parameters of dosimetry system shall be as follows:-

Precision ± 1% or 1 MU

Linearity ± 1% or 1 MU

Reproducibility ± 2 % or 1MU

Dose Rate Dependence

c. Photon Beam Energy Stability:

a. The quality index of a photon beam should not vary time by more than ±1% or comply AERB requirements.

b. The bend magnet system shall be provided with energy defining apertures such that the nominal energy of the electrons beam existing from the bend magnet shall be within ± 3% of the nominal energy selected at control console for both photons and electrons.

d. RF Source: Magnetron / Klystron, RF Driver, Thyretron (RF) and RF coupler combination with 5 years full replacement warranty on full RF chain

e. Waveguide Type: Standing / Traveling wave. The waveguide shall have atleast 15 years full replacement warranty.

f. Electron Gun: sealed/Unsealed and shall have at least 5 years full replacement warranty

g. Treatment Modes Normal - TSD / TAD

Rotation - CW / CCW
ARC - CW / CCW
Dose rate - MU/degree

3. **Field size specifications**

The field size is defined as the distance along the radial and transverse axes between the points of 50% density on an x-ray film taken at 100 cm TSD with minimum buildup. The digital display, light field size and mechanical display should be accurate to within ±1mm for field sizes 10 x 10 cm2 and 2 mm for field sizes > 10x10cm2 or comply AERB requirements.

a. The accelerator shall provide a continuously variable rectangular,
unclipped field size from 1 x I cm2 to 35 x 35 cm2 at 100 cm SSD. The maximum clipped field size should be equal or exceed 40x40 cm2 at 100 cm SSD. Clipped corners are unacceptable for field smaller than 35x35 cm^2.

b. A **detachable block holder** should be provided to accommodate 2 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.

4 A complete set of pre-shaped beam shielding blocks shall be provided.

5. **Radiation Field Penumbra**

The width between the 20% and the 80% isodose lines measured for 10x10 cm at depth of 10 cm at 100 cm SSD should not be more than 7 mm.

6. **Congruence between optical & Radiation fields:**
The congruence between optical and radiation fields for all photon energies for 5x5 cm2, 10X10 cm2, 30x30 cm2 or for a field of maximum dimension for 0 deg, 90 deg, 180 deg and 270 deg gantry angles with SSD=100 cm at the depth of reference plane should not be more than+/- 2 mm.

7 **Beam Profile**

Field Flatness Specification Variation of x-ray intensity relative to the central axis shall be _ ± 3% at 100 cm SSD and 10 cm depth over the central 80% of the field for the longitudinal, transverse and diagonal axes of all field sizes from 10x10 cm to 40x40 cm. Stability of the flatness with gantry rotation at 0 deg. 90 deg. 180 deg. and 270 deg. at 10 cm depth on x, y and diagonal axis for all field sizes from 10x10 cm to 40x40 cm should not be more than ± 3%. The flatness criteria applied to beam profile at D max should show peripheral horns not exceeding 105% of the central axis dose.

8. **Field Symmetry Specifications:**
The maximum percent difference of average doses shall not exceed ± 2% for the longitudinal and transverse halves of the field at 100 cm TSD and 10 cm depth at gantry angles of 0, 90,180 and 270 degrees. Field sizes shall be specified as 10x10 and 40x40 cm2. Average dose is defined as the arithmetic average of minimum and maximum doses within the central 80% of the field for both axes.

9. **X-ray Contamination**
The x-ray contamination of the electron beam shall be less than 5% of the maximum dose for all energies specified previously.

a. X-ray absorbed dose due to leakage radiation (excluding neutrons) outside useful beam but inside a plane circular area of radius 2 m centered around and perpendicular to central axis at normal treatment distance As per AERB
b. The electron contamination should not be more than 1%.
c. Radiation leakage limits shall be within appropriate regulatory agency guidelines as follows:-
1. Photon leakage. The photon leakage rate at any point one meter from the target outside the cone defined by the primary x-ray collimator shall be less than 0.1% of the absorbed dose at the isocenter.

2. Collimator transmission. The movable collimators shall not permit transmission of radiation exceeding 0.5 % of the central axis dose at Dmax measured in air for both photon energies.

d. Neutron leakage. The neutron leakage rate should not exceed 0.15% expressed in neutron dose equivalent (REM) when added to the photon leakage for a 10x10 cm field at the isocenter at any point one meter from the target when the jaws are closed or to comply AERB requirement.

10. **Electron Energy:** minimum five Beam energies between 4-20 MeV (more energies if available shall be offered without any additional cost.

a) **Dose-Rate for electron energy:** The dose rate at the isocenter shall not be less than 600 MU/minute or for each electron energy or higher dose rates.
b) **Field Size**
The electron beam size is defined by the inside dimensions of the electron beam applicators projected geometrically to a plane surface at 100 cm SSD. At least 4 applicators with Minimum - 6 x 6 cm2, Maximum — 20 x 20 cm2 or more; there shall be an arc applicator provided for electron arc treatment.
A method to obtain irregular field shapes shall be provided.
It shall be possible to visualize both the field defining light and the optical distance indicator with an electron applicator in place.

c) **Beam Flatness (Electrons)** Variation of electron intensity relative to the central axis shall not exceed 5 % over within the central 80% of radial and transverse axes for photons field sizes 10 x 10 cm to 20x20 cm at 10 cm depth and satisfy local and Indian regulatory AERB requirements.
d) **Electron Arc Therapy:**
Electron arc therapy shall be provided and applicator required shall also be provided.

The clockwise and anticlockwise gantry rotation must be possible for arc therapy.
The MU/Deg must automatically be computed for a defined arc and calculated total MU's.

e) **Beam Symmetry:** - The maximum percent variation in the average electron intensity to the longitudinal and transverse halves of the electron field at Dmax for a 10x10 cm and 25x25 cm field at 100 cm SSD shall not exceed ± 2% at gantry angles of 0, 90,180, and 270 degrees. The average electron intensity is the average of the maximum and minimum points within the central 80% of the field for each of the axes.

11. **Other Specifications**

a) The target to axis distance should be 100 ± 0.2 cm or to comply AERB requirement.
b) The isocenter shall lie within a sphere of radius 1 mm or to comply AERB requirement.
c) The accelerator gantry shall be capable of rotation equal to or greater than 360 degrees with a variation of the mechanical and radiation isocenter during rotation of less than ± 1.0 mm throughout the entire rotation with variable gantry speed.
d) Digital scales indicating gantry angle position shall be provided both in then treatment room and at the control console. Accuracy of the scales shall be ± 0.5 degree.
e) The distance from the end of the lower collimator to the isocenter shall be ≥ 45 cm.
f) The bottom of the blocking tray should be greater than 30 cm from the isocenter.
g) The height of the isocentcr above the finished floor shall be less than 130 cm.

h) Digital scales indicating collimator angle position shall be provided both in the treatment room and at the control console. Accuracy of the scales shall be ±0.5degree.
i) The Chiller system shall be part of the equipment shipped (factory tested). Local chillers shall not be accepted and the tender shall be rejected.
j) Imported voltage stabilizer shall be provided for power spike protection.
k) In addition to meeting above specifications for radiation leakage, the LINAC should also meet all the mandatory safety and radiation leakage regulations or as specified by Atomic Energy Regulatory
l) Focal Spot size should be 1-2mm (smallest is preferable)

12 **Photon Arc Therapy** Bi-directional arc therapy should be included with Automatic calculation of Dose per Degree based on the Dose Rate selected and the Arc angle set

13 **Beam characteristics:** for electrons and Photons shall satisfy local and Indian regulatory which is mandatory.

14 **Gantry**

a) Rotation ±180º (360º total)
b) Read out – Digital and Mechanical
c) Accuracy dig-readout 0.5º
d) Control – Hand pendent and control- console
e) Target – Axis Distance. – 100 ± 2mm or better
f) ODI Range-75 cm to 150 cm
g) ODI Accuracy ±0.1 cm
h) Gantry Rotation Isocentre 2 mm dia. Sphere

15 **Collimator:**

a) Rotation – ± 165º at mid position however full ± 180º rotation preferable
b) Control – Hand pendent and control – console
c) Readout accuracy - ± 0.5º
d) Collimator Rotation Isocentre 2 mm dia. Sphere

16 **Physical/Motorized/Dynamic/Virtual Wedge**

Dynamic Wedge10-60º with seven various wedge angles along with 4 Physical universal wedge Wedges 15º, 30º, 45º and 60º wedge Angle one each should also be provided for all in IN, OUT, RIGHT and LEFT directions. Alternatively Universal motorized Wedge with 1-60º.

17 **Asymmetric Collimators**

a) X & Y both Asymmetrical

b) Travel ranges. X : -20 cm to +12.5 cm
Y: -20 cm to 0 cm or more

18 **I. Multi-leaf collimator (MLC)**

a) No. Of Physical Leaves- 40 pairs (80 leaves with at least 2.0 cm/sec speed including the guide speed but excluding carrier speed) MLC with combination of 10 mm leaves, which shall provide maximum of 40x40cm2 field size.

b) Independent drives for each leaves

c) Leaf width at isocentre 10 mm for lateral leaves in 80 leaf combination shall be Capable of performing conformal therapy procedures.

d) Work Station shall have SW and HW, the minimum shall be Pentium 4, 1 GB memory or more, 5 USB port, UPS etc.

e) Integration (full Networking), conventional Simulator, CT scanner, CT Simulator, MR1 & RFA should be done via Planning System.

f) 3D CRT, IMRT, VMAT/RAPID ARC, and optional DCA (SRT & SBRT delivery) shall be offered. VMAT/RAPID ARC shall have dynamic control of MLC, dose rate, diaphragm, gantry, collimator rotation and shall be capable of full field VMAT/RAPID ARC capability.

g) Leaf retracting position minimum 20cm

h) High over center travel of MLC leaves (>10 cm) for all treatments.

i) Leaf height minimum 9 cm for reduced peak transmission under 0.5%

j) Leaf material shall be tungsten alloy

k) Coincidence of light & x-ray field ±2mm

l) Penumbra shall be < 7mm for 10x10 field

m) Transmission within 0.5%

n) X ray leakage within 0.2%

o) Minimum leaf speed shall be 0cm/second

p) Maximum leaf (including each leaf guide excluding carriage) speed shall be 2.5 cm/second for 120 leaf combination and 6 cm/sec for 160 leaf combination.

q) Positional accuracy of the leaves during treatment 0.5mm

r) Inter-digitization of leaves shall be provided

s) Two nos. of treatment in-room monitors 19" TFT to be provided.

19 **Treatment Couch:**

a) Versatile extended range shall be supplied.

b) Movement range: Longitudinal 0-100 cm, Lateral -25 to +25 cm, Vertical 110 cm from lowest point of 65 cm from the finished floor and Rotation -90 to +90°

c) Electrical & Mechanical Control in case of power failure

d) Control-Local and/or Remote

e) Shall have indexed carbonlibre table top

A. Robotic couchtop

a) The robotic couchtop comprises a fully robotic patient positioning system with capability to remotely correct misalignments of the patient not only along the traditional transversal axes, but also for roll, pitch and yaw rotations around Y, X arid Z axes.

b) The 6 degrees of freedom given by the robotic couchtop allow the user to reposition the patient in any direction within sub millimeter accuracy.

c) The Couchtop, equipped with the new generation homogenous carbon

fiber couchtop and includes a tracking system with controls, both inside and outside the treatment room.

d) The Resolution of the Robotic couch shall be 0.1 mm with speed up to 16 mm/second linear translational movement or more
   I. Movement range
   II. X Lateral ± 30 mm or more
   III. Y Longitudinal ± 30 mm or more
   IV. Z Vertical ± 30 mm or more
   V. Pitch (rotation around x axis) ± 3° or more
   VI. Roll (rotation around Y axis) ± 3° or more
   VII. Yaw (Rotation around Z axis) ± 3° or more

e) There shall be a Tracking System, Mounted on Universal Ceiling Mount (UCM) along with software controls the robotic couchtop and validates the table position which make use of high-precision camera tracks the markers on the reference frame in real time, making it possible to calculate the position of the robotic couchtop for accurate positioning of the Couchtop to the defined isocenter co-ordinates, relative table position or a new position based on correctional data received from CBCT, using all six degrees of freedom.

f) Robotic couch top fitted with Fully indexed Carbon Fiber table top with indexer g) Lift capacity of the couch should be 180 kg or more.

h) Specify the range of different motions of the treatment couch.

i) The maximum height of the couch shall be at least 50 cm above the isocenter to treat indications like lower or upper body radiation at 150 cm SSD without reversing patient. The lowest couch position shall be 65 above the finished floor. Motions (except couch top rotation) shall be both manual and variable-speed motor driven. At least manual Couch top rotation facility shall be provided.

j) The couch top shall have side rails for attaching universal clamps etc. Immobilization straps (patient safety belts) shall be provided.

k) Patient support panel in the couch shall be provided to facilitate large posterior treatment at extended distances without moving the patient.

1) The accessory rails beside the patient support panels shall be removable, allowing treatment and port film images without interference from the rails.

m) Convenient digital scales in metric units shall be incorporated on the couch or on all in-room monitor which will allow the operator to check the orientation of the couch height and couch angle with respect to the gantry.

n) Couch positions shall also be displayed at the control console. Accuracy of the scales for vertical, lateral and longitudinal motions shall be within ± 1 mm.

o) Two hand pendants shall be provided for operating the machine and the table.

20. **Accessories:**

a) Front and back pointer - mechanical and/or laser

b) CCTV / Camera Two Nos One wide angle & one remote control with remote zoom & focus facility

c) Laser Alignment System (3 cross +1 line)

d) A patient communication system with 6 channels shall be supplied.

21. **Portal Imaging & Accessories**

a) Portal imaging should fully integrated with Accelerator

b) Should be able to take images at any Gantry angles with variable X-Y movements. Robotics Arm with remote control

c) Should have Digital technology with High Resolution 1024 x 768 pixels or more Imaging (Amorphous Silicon Flat Panel Based Technology)

22. a. KV based 3D IGRT shall be provided and such system shall have FDA clearance. The System shall have x ray source which may be manual or automatic movement with an automatic flat panel system of 1024x1024 pixel or higher and shall have software for 2D radiography, 2D fluoroscopy and 3D cone beam (volume) CT softwares, with manual/automated DICOM, kV IGRT QA tools.

    b. Respiratory gated treatment delivery system/s which can be used in both CT scanner and Linear Accelerator shall be provided.

23. **TREATMENT PLANNING SYSTEM:**

The planning system shall have 2 calculation engines with planning capability for conventional, and arc electrons, conventional, wedge, 3D CRT/IMRT/MAT/RAPID ARC, There shall be 3 contouring system to be provided in which one of the contouring station shall have the ability to do virtual simulation, second system shall have auto segmentation and the third shall have auto fusion.

WORK STATION / SERVER

WORK STATION / SERVER

Hardware:

- Base PC - HP Z820 (Dual Processor)
- Processor (First) HPZ820 2.60 GHz/20 MB Xeon 8C 1600 MHz
- Processor (Second) HPZ820 2.60 GHz/20 MB Xeon 8C 1600 MHz
- Graphics HP Z820 NVIDIA Quadro 600 1.0 GB
- Memory HP Z820 PC - 32GB (8x4GB) DDR3-1600 ECC
- Disk HP Z820 PC Int. SAS 6Gb/s 300GB 15K rpm
- Disk HP Z820 PC Int. SAS 6Gb/s 300GB 15K rpm
- 16X DVD +/- RW DE SuperMulti SATA - HP Z820
- Keyboard HP Z820 - USB Standard
- Mouse HP Z820 USB Optical Scroll
- Monitor HP - ZR2440W 24" LCD Color
- Graphics - HP Z820 NVIDIA Tesla C2075 Compute Processor
  Or better Workstation
- The system should have a fast multi-colour printer/plotter to print out various datas and Isodose curves.

3D TELETHERAPY SOFTWARE FEATURES

Contouring:

Volume definition should be possible using Volume Segmentation using threshold, Free hand contour tracing, Contour editing, 3D anistrophic Margins etc.

Volume delineation should be possible with Free hand contour tracking or Advanced volume segmentation using threshold in 2D or 3D or with predefined shapes. Various contour editing tools to modify the contour at any plane should be possible.

It is desirable to have the facility to contour in Axial, Sagittal, Coronal or in any oblique planes.

It should be possible to do manual, semi-automated, fully automated contouring / segmentation in the images.

The software should have facility for automated uniform or non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) three dimensions by same magnitude or by different magnitudes to define the planning target will be considered as not meeting the requirements.

It should be possible to copy one organ to another with margin; add margins on a single slice, a range of slices or all slices.

It should also be possible to interactively edit the contours with user choice of segments to reject or accept.

Interpolate algorithm should be available to provide interactive, shape based interpolation - i.e. after contouring only in selected slices, the algorithm should automatically interpolate the closely fitting contours in other slices.

Interpolated contours may be edited: accepted or rejected.

The DRR/BEV image should display the machine diagram to allow real-time checking of machine and patient geometry.

Auto-outlining with Non-Uniform Margins.

Facility to contour on coronal and sagittal and on any arbitrary planes.

Image Fusion Software

This should include automatic and interactive image registration and fusion of CT with MR/PET/NM images for treatment planning.

This should include real time image reformatting and fully automated image alignment.

3D Fusion display with delineation of target in the fused image should be available.

Beam Placement & Definition

It should support extensive beam shapers (shielding blocks, etc.) and beam definition methods manual or automatic beam placement tool.

Tools for real time checking of machine geometry.

Beam shaping should be possible in multiple ways like automatic shielding block definition conforming to selected volume, definition as aperture or shielding, manual freehand definition, automatic collimator jaw or multileaf position definition etc.

DRR features

Interactive DRR calculation mode must be available Automatic window width/level selection for DRR.

DRR should be interactively updated when the isocenter position is modified should be possible to highlight or suppress different density regions in the DRR Printing of DRR images should possible.

DRR presets should be user defined Macro function to save a series of frequently used steps should be available.

Specify DRR image enhancement tools to improve DRR image quality Reconstruction of DRRs should be real- time or sub-second Direct printing of DRR on laser film should be possible.

Real-time displays of DRR as beam parameters are changed.

It should be possible to transfer DRR and BEV images to EPID of Linear Accelerator.

Depth Control in oblique projections must be possible

Cross-hair display on DRR to provide scale information.

SUPPORT OF ASSYMMETRIC COLLIMATORS AND MULTILEAF COLLIMATORS (MLCs):

It should be possible to define this asymmetric collimator feature, where both the X- and Y-pairs of jaws are asymmetric. The software should allow multi-leaf collimator placement up to 60 pairs or more.

Isocenter management.

The software should support separate isocenters for multiple target volumes or general regions.

Marked and final isocenters should be reported and displayed in the Localization package for easy confirmation of a physical simulation session.

Hardcopy of the isocenter coordinates should be possible for record of the simulation session.

No limit on number of isocenters per target.

VOLUME RENDERING

3-D view and volume rendering capabilities

Post processing features like Volume Rendering, Real-time multi-axial volume reconstruction, 3D surface rendering, Color 3D should be available.

It should allow complete 3D volume to be defined including complex 3D volumes, user selectable multi-images views, Beams Eye View, DRR. etc.

Dose Module should consist of two different types of calculation algorithm namely

Collapsed Cone Convolution algorithm for photon beam dose calculation

Pencil Beam algorithm for Photon beam dose calculation

It should be possible to define the absolute dose to a specified point for each beam or MUs or time (isotope base machines).

Possible to define wedge fraction for motorized wedge plans

Should have inhomogeneity and bolus correction

Should include various Dose Volume Histogram tools like

- Cumulative and differential histograms
- Comparison of requested Dose Volume Constraints versus achieved Dose Volume Histogram results

Volumes may be displayed in absolute or relative terms

Should be possible to Export Plans in RTP Connect format

Should include MonteCarlo dose calculation for Electrons module with possibility to have Calculation of electron beams of 4-30MeV from linear accelerators and support of Support for square, circular, and rectangular applicators

The vendor shall provide also Montecarlo photon based planning algorithm module for IMRT, VMAT/RapidArc and dynamic conformal ARC.

- Offered VMAT/RAPID ARC Software should be compliant with multimodality, and flexible dynamic treatment planning environment.
- Offered VMAT/RAPID ARC capability including support for single arc, multiple arc techniques.

Offered VMAT/RAPID ARC module should be of assured accuracy

- Should be capable of delivering Complex plans by the Linac via optimal single, multiple or dual arcs with CW and CCW gantry motion to maximize treatment efficiency.
- Should be capable to generate superior plans while limiting leakage, scatter and integral dose to the OARs
- Seamless connection with compliant R&V systems
- Should be Capable to perform Single and multiple are capable Non-coplanar arcs for support of stereotactic radiotherapy and SBRT
- Should be able to do Precision Dual Arc technique with back and forth gantry motion

Offered VMAT/RAPID ARC module Should be Easy to use

- Easy specification of Dose Volume Objectives
- Dose distribution and DVH updated on all views during optimization
- Graphical visualization of optimized plan Intuitive

Offered VMAT/RAPID ARC module can handle simultaneous leaf position , collimator, gantry speed and dose rate variation and shall have Dynamic conformal Arc software with MLC shaping based on view of the target while gantry in rotation for SBRT/SRT delivery.

image Import/Export

System should be able to import and export Image, and volume in DICOM 3.0 standard along with all Radiotherapy specific image data.

DICOM RT Data import & Export:

Offered Software modules should be compatible to perform as below

- Export of ideal or reconstructed Fluence distributions and Fluence maps in DICOM RT format
- DICOM RT Plan export to various R&V and QA systems including (but not limited to):
- Oncology Information System connectivity

Connectivity:

The TPS should be of the latest & able to network with the like any vendor linac, Radiotherapy Simulator and diagnostic CT system etc.

Service Facilities:

Factory trained and AERB/BARC approved Service engineers / Application specialist should be available in India to look after the installation and maintenance of the systems.

FDA approval:

The 3D Treatment planning system should have FDA 510K approval.

24. **Oncology Information System complete with Networking**

Features shall include

a) Record & Verify System
b) Transfer of all parameters from existing CT Simulator/scanner, if DICOM is available to Treatment Planning System, and contouring station for Automatic contouring etc
c) Transfer of all parameters Treatment Planning System to the linear accelerator For Automatic treatment setup & delivery
d) Transfer of Fluoroscopy images from CT Simulator to Portal Imaging System for Comparison.
e) Transfer & Execution of MLC Position Parameters for normal treatment & IMRT treatment including step & shoot or Sliding Window (Dynamic), VMAT/RAPID ARC or future SRS/SRT techniques from Treatment Planning System

25 **4DAdvanced patient monitoring device**

Marker free, surface scan based gating system for patient monitoring in LA Room

Patient positioning application shall be marker free for correction of posture errors (projecting positioning errors with colors on patient body surface) with a non-rigid algorithm, can be done manually or automatically with the treatment couch.
For Gated treatment, no markers should be required, gating shall have fast setup in 30 seconds, use of two gating signal, gating window, breath-hold/free breathing technique, coaching visual (with state-of-the-art patient goggles) and audio - for prospective and retrospective gating. Motion monitoring should also be marker free maintaining the same reference (correct) position during each treatment fraction, offering an automatic beam on/off trigger.
There shall be a single Camera/Projector Scanning Unit with Field of view: 130cm x 80cm x 70cm and shall use Point Clowd Technology with over 300,000 points which can be detected on the patient surface and shall do Back Projection to reproducing an overall precise and correct positioning of the patient. The system is Seamless in integration and shall use direct optical triangulation technology.
There shall be Low latency measurements and Measurement accuracy shall be within 0.2mm and Points monitored shall be more than 300,000. Typical time for scanning and computing a couch shift for patient positioning shall not be more than 0.7sec.

Marker free patient monitoring in CT Simulator room

The system shall be Marker free and shall have References (body rendering) with two gating signals. The Patient provided with goggles for more patient convenience and patient data and reference surfaces imported using DICOM. Scan volume (X * Y * Z): 800*1300*700mm and

Measurement reproducibility: 0.2 mm, Long term stability: Within 0.3 mm and Scan speed shall be atleast 50 contours per second and for a 40 cm scan the time taken shall not be more than Typically 1-2 sec. Positioning accuracy is within 1 mm for rigid body and Motion detection accuracy is Within 1 mm

26. Dosimetry and QA

RADIATION THERAPY BEAM ANALYZER

Require a full-fledged three dimensional Water Phantom & Dosimetry System and therapy beam analyser 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 of latest version of window 2000 and Window XP. The system should suitable to measure pulsed radiation with fluctuation dose rate

Chambers:

Necessary thimble ionization chamber should be there for measurement of field and reference signal. A plane parallel chamber should be there for electron measurement. The necessary holding devices and extension cables for the above chambers must be included. The chamber specification should be quoted. The position accuracy should be better than ±0.1 mm. The chambers should be properly calibrated and given necessary calibration certificate. 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 detector unit should be driven by stepper motor and step length should be adjustable in steps of 0.1 mm. The scanning speed should be adjustable between 5mm/s and 50mm/s in 5mm/s small steps. Further the delay times for each step should also be adjustable by the user. The acceleration of the step movement should also be changed as and when required.

The system should allow simultaneous movement in available direction for any vector scan The zero point, reference point and limit of the different detector units should be stored separately and permanently in the control unit.

The control pendant should display the actual position of the chamber position at any given measuring time.

Water Phantom:

The scanning volume should be large enough to scan and should not be less than 48x40x48cm. To avoid bending of the tank's walls by water pressure and water absorption of the acrylic material the wall thickness should be not less than 2.0 cm The motor of the moving mechanism should not touch not touch nor dip to the water to avoid mechanical stress to the acrylic tank.

The reproducibility of a position should be ±0.1 mm throughout the whole phantom.

The digitally driven stepper motors should provide hysteresis free movements (stick and slip free).

The lift table should be electrically as well as manually operable.

The velocity of the vertical motion should be quoted and preferably should have two vertical velocities

The Water Tank must be rotatable into positions 0 degree, ± 45 degree and ±90 degree.

A highly accurate Positioning device directly supplied by the principals must be included.

Water reservoir

The water reservoir should be large enough to store the water and can be pump and drain to the water phantom as quick as possible. The water Reservoir must be able to hold the entire weight of the water without any change

The weight of the whole assembly can be puss or pull though the wheel with polyethylene or equivalent.
The lifting carriage should be electromechanical/elevating screw mechanism that keeps the height absolutely accurate
The Lifting carriage and Water Reservoir must be imported and directly from the suppliers and must be complete with all facilities including TPR and TMR measurements. Completely Integrated Lifting Carriage and Water Reservoir.
The Water Reservoir must be compatible for TPR measurements and hence for TPR measurements the pump of the reservoir should drive automatically and electromagnetic valves makes sure that no water can flow the phantom tank to the reservoir during automatic TPR measurement.
The water reservoir should have a safety circuit that avoids the dry pump running Control Unit/Electrometer:
A separate control unit for controlling the movement of the detector in any three directions should be possible.
A separate electrometer to collect the ions/dose from the chamber/detector should be there. The voltage to the chamber should be adjusted in the electrometer in steps of 50 V. The polarity of the chamber should be toggled between +/-. The electrometer should also be able to measure absolute doses for low and high energy photon and electron.
The gain of the electrometer should be automatic depending upon the signal collected by the field and reference detector. Further the user should also be given an option to change the gain to field and reference separately.
Necessary software to use the electrometer for absolute measurements should be provided.
The time constant should allow 10ms measurement times.
The external dosimeter should also be connecting to the water phantom.
The control unit should permanently store zero point, reference point and limit points for water phantom, air scanner and mechanical film densitometer separately. These different sets of limit, zero and reference points can be retrieved independently.
The co-ordinates of the probe should display for all directions, simultaneously on a control pendant.
The control pendant can be attached either to the water tank or to the control unit. The communication between the control unit arid the computer should performed by a standard RS232 interface.
The high voltage for the probe should be switch able independently for each decreased in different voltage and sign of the measuring signal can be reversed.
A solid, water equivalent phantom made up of slabs of different thicknesses shall be provided by the vendor for external beam teletherapy dosimetry. It shall be possible to use this phantom for both photon and electron beam dosimetry. The phantom shall be free of contaminants and air bubbles. The slab shall be of 30x30 cm or more size totalling a thickness of 30 cm.

Control Computer:

The latest version of windows computer should have all the latest feature with color monitor and with printer/plotter (color) and branded UPS (45 min. back-up).

The software:

Measurements can be done against time, against a monitor signal or against reference chamber. Within the moving range arbitrary points can be measured.
An arbitrary vector scan measurement should be possible.
Point dose measurement; Beam symmetry tuning and TG51 foil measurement should also be possible.
2D planes can be measured at any solid angle
Isodose can be displayed and plotted that can constructed out of profiles and depth dose curves or measured matrices. The Isodose level should be freely closable Warning before unsaved date in the RAM should be overwritten.

The Isodose levels can be chosen after the measurement and without the necessity to have the water phantom connected.
Multiple closed Isodose lines and hot spots should be detected automatically.
Single measuring points, complete curves and parts of curves should be remeasured from a user definable point.
During the measurement the measuring curve should be display graphically and online on the screen.
A special measuring program allows a dose rate constancy check including a statistical evaluation.
Any kind of open, regular shaped, blocked or wedged field can be measured.
Fields from asymmetric collimators can easily be measured.
A special measuring routine for service purposes allows to easily checking the beam with respect to symmetry, flatness, homogeneity and energy.

Implemented routines allow the measurement, formatting and transferring of basic date to all important therapy planning systems.
ION chamber based Survey meters to be provided.
Secondary standard Dosimeter with appropriate thimble chamber and parallel plate chambers with latest calibrations to be provided. Including pin point chamber for small field dosimetry with phantoms, barometer and thermometer.
Solid equivalent slab water phantom with adapters for the above mentioned chambers should be provided.
Film Dosimetric software should be provided for treatment verification. **Administrative Data:**
Comprehensive documentation of the measured data by automatic saving of the used measuring environment should simplify the interpretation of data even a long time.
The used measuring routine data can be reused either unchanged or with some of the parameter changed.
Data can be printed and plotted in numerical and graphical form on all printers and plotters that 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.

Data analysis:

Various normalization should possible viz, normalization to maximum for depth dose curves. normalization to maximum or centre for profiles and normalization to maximum, enter, position and value for isodose lines.
Homogeneity and symmetry should 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.

Data transfer and data presentation

Modules should allow automatic formatting and transferring of measured data to treatment planning system available in the department.
The measured data can be stored in two different ASCII - formats (with selectable separation characters).
ASCII- data can be sent from external computers and be imported in to the water phantom software.
Image date for film dosimetry can be imported in to water phantom software. Data can be display graphically on the screen.
Crosshairs should allow the easy manual evaluation of a curve.
Plotting / printing of the measured data and correction functions can be printed (alphanumerically) and plotted (graphically).

ARRAY DETECTOR

One Array device must be based on ion chamber array resulting in an effective measuring field of 27 cm x 27 cm and giving the facility to use with slab phantom for measurements. The chamber must be a vented plane-parallel square shaped ion chambers with 5mmx5mmx5rnn size and center to center spacing must be l0mm.

It should be able to use for the dose verification of IMRT beams and routine quality control of high energy photon and electron beams by using the software and also it should he able to check the MLC leaf positioning. It should be able to measure the dose from dynamic and static fields in one run and display the readings in both dose rate and absorbed dose mode.

It should be able to perform the QA for high energy beams and dose verification for IMRT, IMAT, ARC beam techniques. It should be capable of doing complete pretreatment patient plan verification with one measurement.

Cylindrical & Rotational Phantom with inclinometer, lifting trolley & complete drive assembly with related software module for VMAT dynamic IMRT techniques. There should be a slot & provision to insert the 2D Ion Detector Array System into the Rotational Phantom for taking synchronous measurements with the Linac Gantry Rotation. The detector should always be perpendicular to the beam & thus removing the angular dependence.

The software should have the functionality like 3D volume analysis and CT overlay.

One additional Array Device with 900 or above liquid filled ionisation chamber for patient plan verification & quality control of small fields. Detector spacing should be 2.5mm & the maximum field size should be above 10 x 10 cm & below 12 x 12cm essentially for use with small field dosimetry. This Array device should also be usable for Stereotaxy work. This Array device should be usable with the Cylindrical & Rotational Phantom.

One parallel plate chamber for electron dosimetry, one number of pin point chamber for small field dosimetry along with the calibration certificate for all these chambers.

Calibrated Barometer and thermometer to be included.

27. Immobilization devices

4 set Universal treatment base plate Made of Carbon Fiber Immobilization devices having a total solution to treat Pediatric to Adult, Head and Head & Neck Breast, Thorax. Abdomen, Pelvic with facility to make custom made Supine and prone head rest for Individual Patients to maintain an accuracy of less than 2mm. along with appropriate thermo Sheets 200 nos 40 for head, 40 H&N, 40 for breast, 40 for thorax, 40 for abdomen and pelvic. The same base plate shall be upgraded by adding localizer box, thorax abdomen bridges, wedges, Upper Arm support, lower arm support, Indexed Couch stoppers, knee rest, feet fix to adopt for SBRT and SRS/SRT frameless and there shall be 4 set of each to be provided.

The vendor shall provide 4 set of carbon fiber based Head rest, prone Head rest universal, Pediatric Supine, Cushion for shoulder, Breast board Carbon fiber with all required Accessories.

Also the vendor shall provide
Water bath with digital Temperature control 1 no
Bolus 0.5 cm 3 nos and 1,0 cm 3 nos
Body caliper 2 nos
Heat Gun 1 no
Essential tools set I no
Electron Foam cutter I no
CT markers 300 nos
Alloy dispenser 1 no
Melting Alloy 20 Kg
Styrofoam foam 30 x 30 x 1.5 cm 100 nos.

Vacuum cushions
For Head and Neck 6 nos
For Thorax 10 nos
For Abdomen 10 nos
And for whole body 10 nos.
Suitable Vacuum pump 1 no

28. Training Schedule

a) On-Site training should be provided to all staff for atleast two weeks
b) Additional training to be imparted on the equipment as follows, for two Physicist and two oncologists for one working week in a developed facility within India where the Linac is being extensively used, two Department technician to be trained on operating procedures on the system for one week in reputed Institution in the country.

OPTIONAL ITEMS WITH THE HIGH ENERGY LINEAR ACCELERATOR SYSTEM

OPTION:- 1

Stereotactic solution: in addition to the 2 flat energies, there shall be additional 6MV with FFF beam dose rate of 1000MU/min or more and 10MV with 2000MU/min or more to be used with Steretactic work for faster completion of treatment. The vendor shall also offer for more advanced multileaf collimator with 120 or more leaves and shall have 5mm leaves at the isocenter and also cover 40x40cm field size. Also there will be external microMLC which shall have 3mm leaf size or less for use advanced SRS, SRT and SBRT treatments with all required frames hardware and software.

OPTION:-2

4D IMAGE GUIDANCE:

4DCBCT image Acquisition software: -

In CBCT, The software shall do in line acquisition & reconstruction of 4D volumetric by data sorting and reviewing the moving anatomy within the projection images and calculating a respiratory trace directly from the internal anatomy without external surrogates. Each reconstructed phase of the respiratory cycle is matched to a 3D reference image automatically to review the results quickly and efficiently and correction vectors calculated automatically to position the tumor in either the average or the exhale position.

Also, with diagnostic images, there shall be visualization and utilization of 4D image sets to create structures and review treatment options with respiratory-correlated CT images, the robust toolset to multiple view such as cine' and variable window formats, and automate processes for creation of Internal Target Volumes.

The Software shall help in visualization and navigation of 4D patient data from CT, PET, MR and Respiratory Correlated CT, to allow clinicians to display any data set in any window and review changes to the tumor over the respiration cycle and enhances the planning process by importing Maximum Intensity Projection and other specialty images directly from the imaging device, or create these images from 4D image data. MIP and MinIP images are formulated from the original data set based on the needs of the clinic and the viewing preferences of the clinicians.

In this the Internal Target Volumes shall automatically be created from the envelope of structures that constitute the tumor volume on multiple respiratory correlated image sets with automatic margins for the Planning Target Volume. Segmentation with rapid structure delineation performed on any view including transverse, sagittal and coronal and updated in real-time on other planar views. This procedure is to correct for the base line shift that occurs in lung tumours and for this the 4D CT scanner software will be made available by the buyer institute to make the system complete.

Additionally the CBCT shall have option to do Registration Region of Interest generated from any structure imported from the Treatment Planning System, or created manually using tools in the software for generation of a 3D registration volume which conforms to anatomical structures.

The registration of two separate areas of anatomy in CBCT, utilizing both the Clipbox and the Shaped Registration Region of Interest. CBCT software will calculate the relationship of both areas of anatomy to the proposed correction vectors and alert the user if the target has moved closer to the critical structures due to anatomical changes which enable user to select a compromise between the two areas, or send the patient for re-planning.

OPTION:- 3

Biological Optimization algorithm upgrade with IMRT/VMAT/Rapid Arc of the offered Treatment Planning System.

OPTION:- 4

OPTICAL SURFACE SCAN BASED GATING SYSTEM

There shall be next generation optical surface scanning based system for respiratory monitoring and re-projection hardware device coupled with highly optimized application software designed for work-flow integration with only one hardware unit in the treatment room. The unit is mounted to the ceiling at the foot end of the couch where it has an unobstructed view of the patient independently of any motion of the gantry or its on-board imagers. To ensure a flexible installation and virtually eliminate the risk of interference from other equipment, the scanner unit is connected to the workstation in the control area using a fiber optic link. The software is built from the ground up for a networked environment. Tight integration with other systems in the clinic ensures a smooth work-flow where data is transferred automatically via industry standard or vendor specific interfaces. When the patient is selected in the R&V system, the same patient is automatically selected in the system, and computed shifts can in most cases also be applied automatically. The central patient database ensures that the correct settings are always available even in cases where the patient needs to be treated in a different room.
Information on posture and positioning errors is continuously projected directly onto the patient's skin. The calculated couch shift can be sent to a compatible couch control system, enabling auto-setup.
The patient is continuously monitored during the entire fraction. Any deviations outside the set tolerances will be signaled by an audible and visual alarm, or alternatively a beam hold signal can be triggered.
The patient's respiratory motion is monitored to ensure the same breathing pattern as the one recorded in the CT with similar system or its previous version is present, issuing a warning or automatically holding the beam in case of deviations outside of set tolerances. Gated treatments are also supported where the actual beam delivery is constrained to a specific respiratory phase or breath-hold state and a system with w.i.p. status is acceptable.
The vendor shall offer one system each one for linac and other for CT Scanner.
The patient specific setup is recorded once at the first treatment fraction or even at the time of the planning CT. In the treatment room, the setup instructions are projected directly onto the treatment couch. Placement of each immobilization device is verified as are and adjustments required. Patient

identity is instead verified as an integral part of the setup procedure, ensuring patient safety with minimal overhead. Any identity mismatch will be clearly indicated by an alarm.

OPTION:- 5

HIGH END PATIENT POSITIONING SYSTEM ON LINEAR ACCELERATOR MEANT FOR REAL TIME IMAGE GUIDED RADIOTHERAPY, FRAMELESS RADIOSURGERY & STEREOTACTIC BODY RADIOTHERAPY TREATMENT

The specialized & independent patient positioning platform should be able to perform various specialized treatment techniques such as: Real time Image Guided Radiotherapy, Frameless Radiotherapy & Stereotactic Body Radiotherapy.

Room based Real time IGRT system (Patient Positioning and Tracking platform)

User Workstation Intel quad core 2.66 GHz workstation with below configuration as below:
- min. 4 GB RAM
- min 500 GB HDD
- CD/DVD writer
- min 4x ports
- min 2x x-ray frame grabber
- Video frame grabber
- High-end graphic card
- TFT 19" for workstation with keyboard & monitor

Room based IGRT Hardware should include-
- Ceiling mounted IR cameras
- Ceiling mounted Flat panel detector
- Power & cabling
- Ceiling mounted Monitor system
- Floor mounted KV X-ray system

Optical Tracking System: Real-time Infrared optical tracking of the patient's position and motion /external breathing patterns for initial set-up and during treatment delivery
It should have Couch motion to correct patient setups online based on reflective body markers Interactive control to existing Hexapod iBeam evo robotic system
Two Stereoscopic infrared cameras for patient tracking in 3 translational and 3 rotational degree of freedom
In-room software interface via ceiling mounted touch screen monitor
Infrared tracking system should continuously track the external marker in any possible treatment position (coplanar & non-coplanar)
Room based KV imaging System: Two linac-independent kV X-ray units floor mounted and two ceiling mounted flat panel detectors combined with IR tracking to monitor patient's position throughout treatment delivery and error in both coplanar & non-coplanar couch position by entering the values in the iGuide system
It should have dual x-ray generator, x-ray tubes & ceiling mounted digital imagers
It should have a seamless interaction with Optical tracking system to provide a fast & accurate workflow
The 6D correction should utilize stereoscopic high resolution kV imaging in the treatment room. The KV imaging should be such that it should be able to provide standalone as well as intra-treatment imaging (while the beam is on) for any couch and gantry angle to accommodate verification needs for advanced SBRT treatment.

It should have the capability of generating monoscopic or dual snap shot simultaneously allowing quick intra-fraction tumour motion & immediate output of required corrections (should support all non-coplanar fields).
It should perform multiple 6D DRR calculation from CT data in different planes to identify rotational errors
It should have the capability to manually & automatically fuse DRR with X-ray images
It should calculate positioning errors in 6 degrees of freedom
It should allow import of images, isocenters & volumes in DICOM RT format
It should support region of interest definition for patient registration
It should have seamless interaction with the existing MOSAIQ Record & Verify system
It should have a comprehensive QA checks
It should support the following modules:
- Frameless SRS
- DICOM RT Export to R&V
- X-ray snap monitoring
- IGRT review & approval

Advanced Real time IGRT planning. It should have automatic detection of internal markers & urethral stent markers
It should have an advanced review system for the room based IGRT X-ray treatment.
It should have seamless review & approval of IGRT setup with password protected workflow
It should have Target localization, patient positioning, and motion management utilizing bony anatomy or implanted fiducials for both Cranial & Extra cranial indication (whole body IGRT)
It should have Frameless Radiosurgety setup in x,y,z and all 3 rotational dimensions in combination with Robotics module
Intra-fraction imaging for detection of PTV misalignments and movements at any point in time during the treatment (beam on/off; any gantry rotation, any couch rotation) Interaction with Robotic Couch top: The system should have the capability to calculate and generate the shift values, which can then be entered into robotic couch top for 6D corrections to happen based on these values with the existing hexapod system
Frameless SRS capabilities integrated with robotic couch top: It should have a Non-invasive patient immobilization for Image guided set-up and should be integrated with robotic couch top with the Frameless Extension.
It should have imaging support and correction for highly accurate & precise SRS in coplanar & non-planar position
It should be capable of positioning the patient within all six degrees of freedom to precisely align the tumour within the beam path throughout the entire course of treatment. The workflow optimized x-ray acquisition and the therapist from outside the treatment room operates verification procedure.
It should include customized mask for each patient in order to immobilize the patient while re-positioning should be done based on internal structures or bony anatomy detected with x-rays images.
The Frameless mask system should have all relevant accessories, disposable cranial SRS masks Infrared Body markers
Quality Assurance: Relevant QA phantoms like
- Pelvic Phantom
- Isocenter Phantom
- X-ray calibration phantom

ScheduleNo.5
Low Energy Linear Accelerator System

1. Description of Function

1.1 Low Energy Medical linac to utilise flat photon of 6 MV, only to treat both benign and malignant disease. Optionally the firm shall offer additional energy photons with all flat beams with remaining specifications same as below in a separate envelope.

2. Operational Requirements

2.1 High Energy Linear Accelerator complete with one dedicated Treatment Planning system and one contouring system with linac control Consoles is required.

3. Technical Specifications

3.1 **A.STANDARD EQUIPMENT**

1. **Photon Energy:** 6 MV for Low Energy
2. **RF Source:** Magnetron / Klysron
3. **Waveguide Type:** Standing / Travelling wave
4. **Electron Gun:** Sealed Unsealed
5. **Treatment Modes:** Normal - TSD / TAD
   Rotation – CW/CCW
   ARC - CW / CCW
   Dose rate- MU/degree
6. **Dose-Rate for Photon Energy:** 200 MU/min and above in steps
7. **Field Size (clipped):** For photons: Max- 35 x 35 cm2 or More Min- 1 x 1 cm2
8. **Field Size (Unclipped) 40x40cm2**
9. Penumbra 10mm for 10 x 10 cm2 field at 10 cm depth shall be <7mm
10. **Beam Flatness (PHONTONS)** Variation of x-ray intensity relative to the central axis shall not exceed ±4% over central 80% of radial and transverse axes for photons field sizes 10 x 10 cm2 to 40 x 40 cm2 at 10cm depth
11. **Focal Spot Size shall be typically 1mm or less**
12. **Photon Arc Therapy:** Bio-directional arc therapy should be included with Automatic calculation of Dose per degree based on the Dose Rate and the Arc angle set
13. **Beam Symmetry:** The maximum percent difference of average doses shall not exceed ±2% for Electrons and ± 3% for photons
14. Gantry Rotation: ±180° (360° total)

a) Read out - Digital and Mechanical
b) Accuracy dig -readout 0.5°
e) Control - Hand pendent and control-console
d) Target - Axis Distance - 100 ± 0.2 cm
e) ODI Range - 75 cm to 150 cm
f) ODI Accuracy ± 0.1 cm
g) Gantry Rotation Isocentre 2 mm dia. Sphere
h) No Beam - stopper

15. **Collimator: Rotation** - ± 165º or more about mid position
    Control - Hand pendent and control - console Readout accuracy - ± 0.5°
    Collimator Rotation Isocentre ≤ 2 mm dia. Sphere

16. **Asymmetric Collimators** X & Y both Asymmetrical
    Specify travel ranges & over travel range
17. **Multi-leaf collimator** (MLC) No. of Physical Leaves - 80 or above,

a) Independent drives
b) Leaf width at isocentre 10 mm or less.
c) Capable of performing Conformal therapy procedures. Interface between MLC & R&V System should be as in high energy linac.
d) Facility to treat patients conventionally, using blocks without MLC.
e) Work Station HW/SW — Specify details

f) Integration (full networking) of Simulator, CT, CT Simulator, MRI & RFA should be done via planning System
g) IMRT delivery should be possible and provided as option.
h) Max. leaf retracting position
i) High over centre travel of MLC leaves (>10 cm) for conformal treatments.
j) Max. field length
k) Leaf height & material
1) Coincidence of light & x-ray field
m) Penumbra
n) Transmission
o) Interleaf leakage
p) Leaf position accuracy
q) Max. carriage speed
r) Max. leaf speed
s) Positional accuracy of the leaves during treatment
t) Two nos. of treatment parameter monitors 19" TFT to be provided

20. Treatment Couch:

1. Versatile extended range couch with indexed immobilization Movements:
2. Longitudinal, Lateral, Vertical and Rotation
3. Electrical / Mechanical Control
4. Control-Local and/or Remote
5. Fully Carbon Fiber table top for better Quality Portal images
6. Minimum height from floor app 60-65

21. Treatment Planning System

1. The TPS software shall run on a very powerful, graphics intensive computer system with adequate, latest backup technology, The system shall have high capacity hard disks and a DVD writer.
2. Capable of performing conventional, 3D-CRT and coplanar non-coplanar beams in the same system.
3. Supports mulitiple dose calculation algorithms such as anisotropic analytical algorithm or collapsed cone convolutional algorithm for photons
4. At least one standard calculation algorithms for photons and one for electron beams shall be-quoted. Mantecarlo photons may be quoted as option.
5. DICOM READY for Networking
6. one workstations enabling simultaneous contouring with licenses should be provided.

Software Specifications for IMRT:

A. Beam Data

1. Dosimetric data for 3D CRT fields must be transferred from RFA.
2. Conventional standard beam data for electrons and photons must be stored and modification of it for 3DCRT treatment must be done.

B. Patient anatomical data transfer:

1. The patient data must be transferred from CT/MRI, Simulator (in the form of fluoroscopic image and CT/MRI slices) via DICOM, CD & DVD's.
2. Data from CT/MRI slices must be transferred via film scanner, digitizer & direct from CT/MRI Scanners, Simulators & RFA.
3. The system must select more than or equal to 100 images per patient and to do real time multi-planer reconstructions from original CT/MRI image data sets.
4. The system must have auto contouring of external and internal organs from CT/MRI images either taken from CT/MRI film or via other mode of data transfer as mentioned above.

C. Planning:

1. **Geometric Planning:** System must have auto contouring of organs. After dose prescription and fractionation scheme system must create geometric treatment plan with 3-D visualization and virtual simulation.
2. **Dose optimization:** System should have provision to generate the treatment plans from templates that satisfy the organ dose constraints, Following steps should be taken:

a) Define dose volume constraints
b) Set optimization parameters.
c) Evaluate optimization

3. **Dose Calculation:** System should be able to provide dynamic/Step and shoot **IMRT** treatment planning & license for Fluence map to be exported on DICOM-RT format. **The necessary interfaces for transfer of treatment plans to any Linear Accelator** should be provided. The final dose distribution is calculated as per selected dose delivery technique.
4. **Plan, Review & Evaluation:** It must provide 3-D dose visualization and differential & cumulative DVH analysis tools to review the plan.
5. **Plan Export:** The 3D CRT plans can be exported directly after approval to linear accelerator for dose delivery.

22. Oncology Information System complete with Networking

Should be Networked with OIS System provided available with the first high energy linac and all required interfaces should be provided.

23. Accessories

1. Wedges - Dynamic Wedge with Seven Wedge angles from 10-60° with Stationary 15º, 30º, 45°, and 60º wedge Angle alternatively universal motorized wedge capable of providing 60º wedge angles from 1-60°

2. Front pointer - mechanical
3. Accessory mount - shadow block tray
4. 14 Block set divergent
5. Universal Clamps
6. Side Rails on both sides of Couch for Mounting Accessories
7. CCTV/ Camera Two Nos. One wide angle & one remote control with remote zoom & focus facility.
8. In-Room Colour Monitor 20" or higher
9. Laser Alignment System (4 cross laser system)
10. Interface Mount to be provided for the Simulator accessories like Shadow Block Tray etc. of the quoted Accelerator model.

24. Dosimetry System (Photons): Built-in chambers. Two separate sealed chambers Precision ± 1% or 1 MU
Linearity + I% or I MU
Reproducibility ± 2% or 1 MU
Dose Rate Dependence

25. Portal Imaging system

1. Portal Imaging: Should fully integrate with Accelerator
   Should be able to take images at any Gantry angles and Should have Digital technology with high Resolution **16 bit or more** Imaging Technology.

26. System Configuration Accessories, spares and consumables

1. Consumable required for installation and standardization of system to be given free of cost.
2. The Chiller system shall be provided along with the machine by the principals.

3 A closed - circuit color TV system with TV monitors and two cameras in the linac treatment room shall be supplied.

4. A patient calling system with 6 channels shall be supplied. Internet broad band connectivity for remote servicing shall be provided.

27. Environmental factors

Complete installation should include:

1. Room Planning and designing and construction, Space requirements to be spelt out in advance.
2. Electrical Requirements to be specified
3. All AERB Clearances and Environmental clearances to be arranged with local authorities. Institute will provide all the documentations.
4. Cooling water temperature, flow and pressure monitoring to be installed.
5. Air Conditioning and monitoring of Temperature; Relative Humidity and Air Changes (To specify no. per hour) to be installed.

6 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%

7 The unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%

8 Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC;EMC-directive

31 Power Supply

1 Should work on three phase 400-440 V / 50 Hz Power

2 Resettable over-current breaker/voltage stabiliser shall be fitted for protection.

32. Standards, Safety and Trainning

Leakage Radiation Safety:

1. X-ray absorbed dose due to leakage radiation (excluding neutrons) outside useful beam but inside a plane circular area of radius 2 m centered around and perpendicular to central axis at: normal treatment distance. As per International Specifications (ICRP No. 33)
2. Collimator transmission: As per International Specifications (ICRP No 33)
3. Neutron dose Inside the treatment area and Outside the treatment area: As per International Specifications (ICRP No 33)

33. Training

Training to be imparted on the equipments as follows:

- One week on applications in a developed facility where the Linac is being extensively used in India.
- Two department technician to be trained on operating procedures on the system for one week. In all the case certificates has to be provided to the trained persons and a copy to be attached while claiming balance payment.

34. Documentation

1. User/Technical/Maintenance manuals to be supplied in English
2. Certificate of calibration and inspection

3 List of Equipments available for providing calibration and routine Prevention Maintenance Support as per manufacturer documentation in service/technical manual.

4 List of important spare parts and accessories with their part number and costing

5 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and comply service engineer should be clearly spelt out.

6 Additional Documents to be enclosed with Quotation:

1. No. of similar models: India / World (enclose list of institutions)
2. No. of certified engineers in India (enclose list of names)

3. Remote Diagnosis Facility (India / Abroad) availability details.

ScheduleNo.6
High Dose Rate Brachytherapy System

GENERAL SPECIFICATIONS:

- A high dose rate Remote After loading Brachytherapy system capable of Intracavitary, Intraluminal, Interstitial, Interaoperative, surface mould radiation therapy.
- The HDR system should be microprocessor based with PC control.
- The HDR system must be from a well established company with a documented history of reliability.
- The HDR system must have a symmetrical source & check cable drive.
- The HDR system manufacturer should have an ISO 9001 and FDA certification and must conform to EMC directives.
- The HDR system must have a "check" cable that automatically checks the operation of the complete system prior to treatment. The check cable must also be possible to use as a "Dummy" source to allow simulation of particular source locations.
- The system must be able to use needles of 18 gauge (1 .3mm diameter) and the source must be certified to >25,000 transfers
- The system should be in use in renowned centres worldwide.

Detailed Specification:
Treatment Unit - HDR

(1) Treatment unit should be on wheels for easy mobility within the room.
(2) Treatment unit should have a telescopic head to adjust for various heights.
(3) Separate stepper motors to control the dummy check cable and Iridium Source cable.
(4) A safe to contain the Iridium Source which complies with International safety regulations.
(5) Treatment unit should have a (built-in) integrated radiation detector (GM Tube type)
(6) Multi channel indexer with a minimum of 18 channels having an automatic / optical verification of channel number and applicator connection.
(7) The source must be retractable in the event of an emergency / power failure by following methods:
    - By an independent DC motor.
    - Manual source retraction through hand crank
(8) Battery back up and a detailed circuit for checking the battery condition.

Control Unit:

(1) Stand alone and independent PC based control unit with colour monitor, keyboard, mouse, printer (for hardcopy) Built in audio card, network card and a backup media.
(2) Control unit should be of user friendly console and a graphical user interface and should contain an extensive reporting facility.
(3) Control Unit software should run on Windows application.
(4) Control Unit should have a self-testing feature including battery, indexer/RAM.

- Control unit must allow storage of multiple standards and keep track of patients fractionated treatment.
- Access must be limited to authorized users with Password protection.
- The treatment times must be automatically corrected for the decay of the Iridium source.
- Treatment length must cover 12/24/48cm with a corresponding 2.5/5/10mm step source size.
- There should atleast be 48 dwell position for the source in each channel.

- Dwell times for each source step to be from 0.1 to 999.9 secs.
- Display Window should show step position and corresponding dwell time to 0.1 sec.
- Display of Total reference air Kerma and dose.
- The control unit should contain:
- An inbuilt protection circuit to prevent treatment without proper applicator connection and proper indexer locking.
- Online extensive display of status codes with an indication of the action required.
- Large patient database should be provided with a backup option to an external storage device.
- Control unit should contain an built-in log book and all events should he recorded.

Brachytherapy software along with independent hardware must be provided and should support of the Brachytherapy treatment modalities including intracavitary, interstitial, intraluminal and surface mould techniques.

- All the reconstruction technique like:
    - Orthogonal
    - Semiorthogonal with reconstruction box
    - Variable angle
    - Isocentric must be available.

- Dose Calculation based on TG43
- Automatic placement of Basal Dose Points for Paris Technique.
- Different Optimization techniques like Dose point Optimization on distance and volume. Geometrical Optimization on distance and volume, Graphical Optimization with local and global control should be available.
- Fast and accurate dose calculation considering radial dose function, anisotropy function and geometric function should be there.
- Rapid reconstruction of catheter using tracking algorithm and indication of corresponding lines on the images should be present.
- For outpatient treatments, extremely accurate and dwell time optimization and dose calculation must be available.
- Wide range of dose volume histogram methods, Point dose option. Different planes view must be available.
- Inverse brachytherapy planning using simulated annealing should be offered.
- Contouring tools should have complete image fusion tools inclusive of PET CT based image fusion.

Radiation Source and Transfer Mechanism:

- The source must be a single 10 Ci Ir-192 source with active length of less than 4mm.
- The source cable connection must be tested to withstand more than 25,000 transfers per source. The source transfer guarantee must be high to ensure optimal usage of each individual source.
- The source cable must be able to negotiate treatment curvature of 1cm radius
- The source cable must be a multistrand of atleast 49 strands and a dia of <0.9inm
- The source cable should move forward with an accuracy of ± 1 mm and must be controlled by stepper motors.
- The source drive out length from indexer should atleast be 1500 mm to reach farther sites of treatment.
- The source transfer guarantee must be enhanced in such a way that each source must be utilized for an extended period of time. Iridium source shall be supplied for a period of 5 years taking in to account the source transfer guarantee possible by the sources.

- The offered sources must be supplied only as and when required by the hospital without any limitation on the time period and without any break. Only the necessary documents required for the same will be provided by the hospital.
- Insurance and Freight cost of the Sources for both onward and return of used source must be included in the offer. The Clearance and transport of the offered six sources and the Re-export / disposal of the decayed sources must also be included in the offer.
- Only necessary paper work only will be provided by the hospital.
- A package of Ten Iridium-192 radioactive sources for a period of 5 years depending on the source transfer guarantee specified by the manufacturer must be offered.
- Incase of limitation in the source transfer guarantee additional numbers of Sources to cover the required period must be offered.

Applicators:

(1) Applicators to be provided for
- Cervix
- Vaginal
- Esophagus
- Flexible Implants complete set with at least 250 Numbers of Flexible tubes
- Rigid Needle Implants complete set with at least 30 Numbers of needles.
- Breast
- Head & Neck
- Bronchus
- Nasopharynx

Treatment tubes to connect all Applicators should be of constant length to prevent stretching and slippage and also should be quick fit safety connections.

Quality Assurance Tools:
- Source position check device.
- Gamma Zone monitor and CCTV
- Well type chamber for source calibration

FDA Approvals

The HDR Brachytherapy System & dedicated Brachytherapy planning software should have FDA 510K approval

Schedule No.7
CT Simulator System

1 Functional Description

1.1 A dedicated CT Simulator is required for Radiotherapy Department for conventional RT, 3-D CRT, IMRT and 4-D planning (gating) and imaging. The CT simulator supports accurate simulation, placement of treatment fields and marking of radiation field portals on patient's skin for radiation therapy of cancer patients. It consists of mainly two components namely the CT machine (hardware) and the virtual simulation software. The CT machine needed for the simulator is similar to a conventional diagnostic CT except that the gantry of the CT machine in this case should have a wider bore (more than 80 cm diameter). The wide bore CT is needed in situations such as simulating a cancer breast patient with breast board. The following are the technical specifications and other details for a CT machine and the virtual simulation system:

1.2 CT Scanner

The CT scan machine should be a helical scanner with the following details:

1.2.1 The bore diameter of the CT gantry should be at least 80 cm with a display field of view (DFOV) of 70 cm or more. Accordingly, suitable high rating X-ray tube with double focus should form the part of the machine

1.2.2 It should have high precision positioning lasers in sagittal, coronal and axial planes.

1.2.3 It should be a minimum 16 slice helical/spiral machine with ≤1.0 second rotation time and a minimum of 1 mm slice thickness

1.2.4 The maximum table sag/deflection should be ≤4 mm with 135 Kg patient weight.

1.2.5 The raw data memory of the computer for storage of images should be at least 500 GB

1.2.6 Immediate image reconstruction and display without time-delay simultaneous to data acquisition in 512X512 matrix size.

1.2.7 It should have advanced 3D image viewing functions including volume rendering technique and advanced editing functions.

1.2.8 Network module should be provided for connectivity with HIS or any other LAN. DICOM standards comprising functions such as Query/Retrieve, Send/Receive should be provided for image transfer

1.2.9 QA phantoms for image contrast, resolution and dose evaluation

1.2.10 Suitable UPS for power back-up for the CT machine should be provided

1.2.11 The X-ray generator should be high frequency generator with at least 50kW power

1.2.12 X-ray tube should have high heat storage capacity of 5 MHU or more and anode heat dissipation of 700 KHU/min. It should be a dual focal spot tube. Vendor to mention the size of the focal spots.

1.2.13 The detector system should be free from repeated calibrations. The vendor to specify the number of detectors, their type.

1.2.14 The operator console of the CT scanner protocol selection, volume rendering, volume measurements, multiplannar reconstruction and standard evaluation applications and all available post processing functions without the help of satellite workstation.

1.2.15 It should have 20" or more (Flat panel) colour monitor for display of 1024 x 1024 matrix or more.

1.2.16 Post processing software: perfusion CT, VRT, MIP, MinIP SSD, Image fusion, vessel segmentation, and virtual endoscopy software to be provided.

1.2.17 Cine display should be available, both interactive and automatic, and should have a minimum image refresh rate of 8-10/sec

1.2.18 Patient registration facility including on-line registration, pre-registration, transfer of information from HIS/RIS via DICOM should be possible.

1.2.19 Pressure injector should be supplied along with 500 re-usable syringes

1.3 Simulation Software

1.3.1 The CT Simulation workstation should be fully integrated and networked with the treatment planning system for 3D CRT, IMRT/IGRT and with portal imaging workstation at the linac console.

1.3.2 It should have capabilities for 3D viewing of images along with tools for constructing and display of high resolution (≥ 512X512 pixels) DRRs and MPRs.

1.3.3 Tools for auto-contouring of normal structures along with manual contouring of normal structures and target volumes should be included. Editing, copy and paste of structures, 3D margin tools from GTV to CTV to PTV should be available.

1.3.4 Should have capability to do online CT simulation (while patient remains on CT couch) and also offline CT simulation at physician's workstation.

1.3.5 Tools for beam placement including MLC of any make and isocentre determination should be included. The tracking laser system should be linked to the virtual simulation software

1.3.6 The supplier will be responsible for complete networking and integration between the CT Simulation workstation, Treatment Planning System and portal imaging workstation for import and export of image and data.

1.3.7 Should be a fully DICOM RT "plug and play" system for import and export of CT/MRI/PET images, RT structures and data.

1.4 Computer workstation

The computer hardware and software system should have the latest configuration available at the time of shipping with 19" high resolution flat screen monitor, high resolution graphic card and user friendly operating system. An additional workstation should be provided in the Treatment Planning System room.

1.5 Laser system for CT simulation

International class moving laser system linked to the virtual simulation software for isocentre positioning with accuracy better than 1mm.

1.6 CT Simulation Table Top :

It should be a carbon fibre flat table top with. indexed
patient positioning system compatible to the one used in linac.

1.7 A dry chemistry laser camera 500 dpi or more with digital interface and control integrated with main console. The camera should print a 14" x 17" film size and it should be DICOM compatible. The price should be quoted separately.

1.8 Lead Glass: 200 cm x 120 cm or more with lead equivalent to meet the radiological safety requirement of AERB.

1.9 4D CT Scanning facility: 4D CT Scan software with 4D phantom for QA shall be provided and separately there shall be 4D CT Respiratory Gating hardware price provided if the main equipment needs such hardware.

2. Turn Key related Information and support to be provided to builder / Institute:

2.1 Electrical Requirements to be specified and Cable quality from substation to linac room need to be specified which forms part of construction work.

2.2 Technical support for All local regulatory, Environmental clearances to be provided as applicable.

2.3 Technical Information on Air Conditioning requirements such as limits of Temperature, Relative Humidity and Air changes per hour etc shall be provided by the tenderer.

2.4 The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90%

2.5 The unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%

2.6 Shall meet IEC- protocol

2.7 Should work on three phase 400-440 V / 50 Hz Power

2.8 The vendor shall supply UPS of suitable rating with voltage regulation and spike protection for 30 minutes back up for whole Systems.

3. Other General Requirements

3.1 Onsite Training to be imparted on the equipments for two weeks .
3.2 User/Technical/Maintenance manuals to be supplied in English
3.3 Certificate of calibration and inspection
3.4 List of Equipments available for providing calibration and routine Preventive Maintenance Support, as per manufacturer documentation in service/technical manual
3.5 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist
3.6 The job description of the hospital technician and company service engineer should be clearly spelt out
3.7 Additional Documents to be enclosed with Quotation
3.8 All consumables required for installation, standardization testing of system to be included in the cost

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

   a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
   b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
   c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

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

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with 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 5 years on yearly basis for complete equipment (including Batteries for UPS, 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, but at least once in six 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. The same will be taken at Net Present Value with a 10% discounting factor each year.
d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
e) There will be 98% 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 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 of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. 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

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 33% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer

Note:

1. The tenderer shall give an affidavit as under:

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

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

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

3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

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

Section – X
TENDER FORM

Date_____

To

Head (P&CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector - 62, Noida -201307, Uttar Pradesh

Ref. Your TE document No. _____dated _____

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

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

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

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

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

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

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

SECTION – XI PRICE SCHEDULE

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] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance 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**_____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4				5				6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)				Price per unit (Currency)				Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4X 5 (e)
				FOB price at port/ airport of Lading (a)	Indian Agency Commission (% of FOB)* *	Net FOB (a)	Freight & Insurance (port of loading to port of entry) and other Incidental costs (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e) = a+b+c+d	

** To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: _____

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
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 11.64% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:

Indian Agency Commission - ___% of FOB

Signature of Tenderer_____

Name_____

Business Address_____

Place: _____

Signature of Tenderer_____

Date: _____

Seal of the Tenderer_____

C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5	6
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 Each Unit for 5 years (4a+4b+4c+4d+4e)**	**Annual Comprehensive Maintenance Contract Cost for 05 years (3 x 5)**
			1st	**2nd**	**3rd**	**4th**	**5th**		
			a	**b**	**c**	**d**	**e**		

*** After completion of Warranty period**

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. 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 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. **"Whether service tax on CMC is inclusive or extra ,if extra, indicate the present rate....."**.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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual 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**_____

D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Turnkey price

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_____

Place: _____ **Signature of Tenderer**_____

Date: _____ **Seal of the Tenderer**_____

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:-

   fails or refuses to furnish the performance security for the due performance of the contract or
   fails or refuses to accept/execute the contract or
   if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

…….
(Signature with date of the authorised officer of the Bank)
…….
Name and designation of the officer
…….
…….
Seal, name & address of the Bank and address of the Branch

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

Head (P&CD),
HLL Lifecare Limited, Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s):
_____*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[*Signature with date, name 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

Head (P&CD),
HLL Lifecare Limited, Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid up to 66 (Sixty Six) 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) _____

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

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

_____

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

Received and accepted this contract

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

(Seal of the supplier)
Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No._____ dated_____
Between

(Address of Head of Hospital (AIIMS)
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

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

1	2	3	4					5
Schedule No.	**BRIEF DESCRIPTION OF GOODS**	**QUANTITY. (Nos.)**	**Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.**					**Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]**
			1st	**2nd**	**3rd**	**4th**	**5th**	
			a	**b**	**c**	**d**	**e**	

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 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).

d) There will be 98% 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 HOD concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** _____ (name of the consignee i.e. Hospital (AIIMS) authorised official)

_____

(Signature, name and address
of Hospital (AIIMS) authorised official)
For and on behalf of_____

Received and accepted this contract

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

(Seal of the supplier)
Date: _____
Place: _____

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

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

1) Contract No. & date :_____

2) Supplier's Name :_____

3) Consignee's Name & Address with telephone No. & Fax No. : _____

4) Name of the item supplied :_____

5) Quantity Supplied :_____

6) Date of Receipt by the Consignee :_____

7) Name and designation of Authorized Representative of Consignee :_____

8) Signature of Authorized Representative of Consignee with date :_____

9) Seal of the Consignee :_____

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No_____ **Date_____**

To

M/s _____
_____
_____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No_____ dated_____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.:_____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_____ dated _____

(f) Name of the vessel/Transporters:_____

(g) Name of the Consignee:_____

(h) Date of commissioning and proving test:_____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
b) He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

c) The supplier as specified in the contract has not done training of personnel.

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

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

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

(Signature)
(Name)
(Designation with stamp)

Explanatory notes for filling up the certificate:

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

ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

iii) Training of personnel has been done by the supplier as specified in the contract.

iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XIX
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.

(c) 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.

(d) 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.

(f) 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, EGYPY

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)

(h) 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)

(j) 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. 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.

2. BILLS OF LADING

(i) 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 an address of the 'Port Consignee' and 'Ultimate' both should be indicated).

(ii) 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 in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
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 as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
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?			
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 an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
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 enclosed the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER or Institute of National importance for the specific model quoted along with the price bid			

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 tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI
Consignee List

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port
Bhopal	All India Institute of Medical Science, Bhopal	The Director, All India Institute of Medical Science, Near Saket Nagar, Bhopal-462020	NEW DELHI	KOLKATA
Bhubaneswar	All India Institute of Medical Science, Bhubaneswar	The Director, All India Institute of Medical Science, AIIMS-Bhubaneshwar, Near Biju Patnaik Police Academy, Village-Sijua, Bhubaneshwar-751019, Orissa	KOLKATA	KOLKATA
Jodhpur	All India Institute of Medical Science, Jodhpur	The Director, All India Institute of Medical Science, Basani Ph-2, Jodhpur-342005, Jodhpur	NEW DELHI	KANDLA
Patna	All India Institute of Medical Science, Patna	The Director, All India Institute of Medical Science, AIIMS-Patna, Phulwari Sharif, Infront of DAV School, WALMI, Danapur, Patna-801105, Bihar	KOLKATA	KOLKATA
Raipur	All India Institute of Medical Science, Raipur	The Director, All India Institute of Medical Science, AIIMS-Raipur, Old TB Hospital, Tatibandh, Raipur-492001, Chattisgarh	KOLKATA	KOLKATA
Rishikesh	All India Institute of Medical Science, Rishikesh	The Director, All India Institute of Medical Science, AIIMS-Rishikesh, Barrage Road, Pashulok, Rishikesh-249203, Uttarakhand	NEW DELHI	KANDLA

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