

# **BIDDING DOCUMENT**

(Two Bid System for Machinery & Equipment)

FOR  
**NATIONAL CANCER INSTITUTE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
(JHAJJAR CAMPUS)**

NIB Ref: HITES/PCD/NCI-AIIMS/08/17-18



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**SECTION - I****NOTICE INVITING BIDS (NIB)****ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

Ansari Nagar, New Delhi-110 029

**NOTICE INVITING BIDS (GLOBAL)****NIB Ref: HITES/PCD/NCI-AIIMS/08/17-18****Dated: 11.12.2017**

Procurement & Consultancy Services Division of **HLL INFRA TECH SERVICES LIMITED** (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of **Director, AIIMS - New Delhi**, invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/manufacturers for purchase/supply of following goods at **National Cancer Institute Jhajjar, Haryana (AIIMS, New Delhi-29)**.

<b>Sl. no.</b>	<b>Rfx no.</b>	<b>Short Description of goods</b>	<b>Quantity</b>	<b>Bid Security (BS) (Rs.)</b>	<b>Tender Processing Fee incl. GST (Rs.)</b>
1	3000002480	Integrated Track-Based Automation Enabled Core Clinical Laboratory	1	30,00,000	5,900
2	3000002481	Integration and Data Management System for Modular OT with OT Light	8	16,00,000	5,900
3	3000002482	HDR Brachytherapy System	1	10,00,000	3,540
4	3000002483	4D CT - Simulator	1	12,00,000	5,900
<b>Pre-bid conference meeting with prospective bidders</b>		<b>Venue for pre-bid meeting</b>	<b>Sr. no. of goods</b>	<b>Date &amp; Time of pre-bid meeting</b>	
		Committee Room (No. 149), 1st Floor, Dr. BRAIRCH Building, AIIMS, New Delhi-29.	Item no. 03 & 04	19.12.2017 at 02:30 PM	
			Item no. 01	21.12.2017 at 11:00 AM	
			Item no. 02	21.12.2017 at 12:00 AM	
Last date and time of online submission of tender			10.01.2018 at 12:00 Noon		
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document			10.01.2018 at 2:00 PM		
Date of tender Opening			10.01.2018 at 2:30 PM		
Contact Person			Project Officer - DVP(PCD), HITES Email: hll.ncij@hllhites.com		

2. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal> for complete details.
3. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
6. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.
7. The online submission of tender(s) can only be done through <https://etender.lifecarehll.com/irj/portal>
8. All prospective bidders (maximum two representative of a firm bearing ID proof issued by their firm) may attend the Pre-bid conference meeting. The venue, date and time indicated above.
9. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through HLL's e-portal (as described above) **ONLY. No DEVIATION is acceptable.**
10. Tender Processing Fee and Bid Security (BS) in original should be deposited within the scheduled date & time in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh.**
11. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

**CEO (HITES)**

**SECTION - II****GENERAL INSTRUCTIONS TO BIDDERS (GIB)  
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**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****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 means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.

**1.3 Abbreviations:**

- (i) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders

- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "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.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

## **2. Introduction**

- 2.1 The Purchaser has issued these Bidding 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 Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

## **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 Bid**

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.



## 5. Eligible Bidders

- 5.1 This Invitation for Tenders is open to all bidder 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. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid 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 bidding process.

## B. TENDER ENQUIRY DOCUMENTS

### 8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Bidding Documents include:

Section II	– General Instructions to Bidders (GIB)
Section III	– Special Instructions to Bidders (SIB)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications& General Points
Section VIII	– Qualification Criteria
Section IX	– Bid Form
Section X	– Price Schedules
Section XI	- Check List
Section XII	– Bank Guarantee Form for Bid Security
Section XIII	– Manufacturer’s Authorization Form
Section XIV	– Bank Guarantee Form for Performance Security/CAMC Security
Section XV	– Contract Forms A & B
Section XVI	– Proforma of Consignee Receipt Certificate
Section XVII	– Proforma of Consignee Acceptance Certificate by the consignee

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

### 9. Amendments to a Bidding documents

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP ([eprocure.gov.in/cppp](http://eprocure.gov.in/cppp)) and/or [www.hllhites.com](http://www.hllhites.com) and/or [www.lifecarehll.com](http://www.lifecarehll.com) and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

## 10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding 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 ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

## C. PREPARATION OF BIDS

### 11. Documents comprising the e-Bid

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

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

Note:

- a. The tender Processing fee and BID SECURITY has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- b. The bidders have to follow the steps listed in Bidding Manual – Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

#### A) Techno-commercial Bid (Un-priced Bid)

**(Bidders shall furnish the following information along with technical tender in pdf format):**

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.

- v) Power of Attorney in favor of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
- xiii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiv) Notarized affidavit that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xv) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvii) Product catalogues/original Data Sheets for all quoted items.
- xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

**B) Price Tender:**

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

Note:

- a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.
- b) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- c) The bidders have to follow the steps listed in Bidding Manual – Attachment Mode available in the *Bidder Help Documents of e-tender portal login screen* for uploading the Price Bid.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid 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. In case of partnership firm 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 duly registered with "Registrar of Firm's" 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 bid and all other related documents must be signed by every partner of the firm.
3. A person signing the bid form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, 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.

## **12. Bid Currencies**

- 12.1 The bidder 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 after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

## **13 Bid Prices**

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid 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 bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder 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 X.
- 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 packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
  - c) Charges towards 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 (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
  - e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) The price of CAMC, 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 on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
  - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
  - c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
  - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
  - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
  - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
  - g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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**13.5 Additional information and instruction on Taxes and Duties:****13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

**13.5.2 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 Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

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

**14. Indian Agent**

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

- a) The complete name and address of the Indian Agent.
- 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 CAMC period.

**15. Firm Price**

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder 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 GIB clause 13 will apply.

**16. Alternative Models**

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.

- 16.2 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 ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

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

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
  - b) In case the bidder 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 Bidding Document.**

- 18.1 The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Bidding Documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bidding Documents to establish technical responsiveness of the goods and services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **19. Bid Security (BS)**

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.
- 19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
  - ii) Fixed Deposit Receipt
  - 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 bidder, in favour of the "....."(as indicated in the NIB) 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 bidder as per the format specified under Section XII in these documents.
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.
- 19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder 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 nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Bid Validity**

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original



validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

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

## **21. Signing and Sealing of Bid**

- 21.1 The bidders shall submit their bids as per the instructions contained in GIB Clause 11.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit only one copy of its bid marking it as "Original". Bidders are requested to submit their Bids after binding and page numbering.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before \_\_\_\_\_ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the 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 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB. Bidders shall seal 'Techno-Commercial Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be than put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 be followed.

## **D. SUBMISSION OF BIDS**

### **22. Submission of Bids:**

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender

Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids 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 bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

**23. Late Bid:**

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

**24. Alteration and Withdrawal of Bid**

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

**E. BID OPENING**

**25. Opening of Bids:**

- 25.1 The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIB.

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

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The “Techno - Commercial Bids” are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids 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 Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

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**F. SCRUTINY AND EVALUATION OF BIDS****26. Basic Principle**

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

**27. Scrutiny of Bids**

27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

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

27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

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

- (i) Bid form as per Section IX (signed & stamped) not enclosed.
- (ii) Bid is unsigned.
- (iii) Bid validity is shorter than the required period.
- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
- (vi) Bidder 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) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Poor/unsatisfactory past performance.
- (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xii) Bidder has not agreed for the delivery terms and delivery schedule.

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

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive

reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

## **30. Qualification Criteria**

- 30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

## **31. Conversion of Bid currencies to Indian Rupees**

- 31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder 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 Bid' opening.

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

- 1.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders 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 bidder for each schedule, subject to bidder (s) being responsive.

## **33. Comparison of Bids**

- 33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance

Contract Charges (CAMC) 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." However the payment of CAMC shall be made to the successful bidder at approved rates.

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

- 34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- 34.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 34.3 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 Bids.

#### **35. Bidder's capability to perform the contract**

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

#### **36. Contacting the Purchaser**

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

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**G. AWARD OF CONTRACT****37. Purchaser's Right to accept any bid and to reject any or all bids.**

37.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

**38. Award Criteria**

38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

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

39.2 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 off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

**40. Notification of Award**

40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

40.2 The Notification of Award shall constitute the conclusion of the Contract.

**41. Issue of Contract**

41.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

41.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

41.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

**42. Non-receipt of Performance Security and Contract by the Purchaser**

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

**43. Return of Bid Security**

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

**44. Publication of Bid Result**

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

**H. CORRUPT OR FRADULENT PRACTICES**

**45. Corrupt or Fraudulent Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid 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 Bidder 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 BIDDERS  
(SIB)**

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

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

<b>Sl. No.</b>	<b>GIB Clause No.</b>	<b>Topic</b>	<b>SIB Provision</b>	<b>Ref. Page No.</b>
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	Change in GIB Clause no. 10.1	
	10.1	Clarification of Bid document	Changed as under	10
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 21.1	
	21.1		Changed as under	17
D	22 to 24	Submission of Bids	Guiding notes given as under	18
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	No Change	
	33	Comparison of Bids	Additional para 33.2 as under	20
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

**10. Clarification of Bid document**

10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to [hll.ncij@hllhites.com](mailto:hll.ncij@hllhites.com). The purchaser will respond to such request provided the same is received 2 (two) days prior to the Pre-bid Meeting Conference. Any queries/representations received after the pre-bid meeting will not be taken into cognizance.

**21. Digital Signing of e-Bid**

21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

**Instruction on submission of Bids**

- i) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.



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- ii) The scanned copies of Bid Processing Fee, Bid Security, all document(s)/ information(s) including the Financial Proposal should be uploaded **online only** in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Processing Fee, Bid Security, Catalogue(s)/Data-sheet(s)** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

- iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- iv) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
- v) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the RFx/event is in **Display Mode**.
- vi) **Bidders may simulate online bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission.**

### **Qualification Criteria (Ref. GIB Clause 30.1)**

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

### **33. Comparison of Bids**

- 33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

#### **Added Para (Ref. GIB Clause 33 & 34):**

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

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

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**1. Application**

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

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

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding 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 Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to

ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 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 XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) 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 CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done 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 Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser 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 CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

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

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section VII 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 under Section VII 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, 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 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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch 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 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-dispatch 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 recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch 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 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.

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

- ii) 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 warehouse to warehouse (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/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual 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/End User 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/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

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 CAMC 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, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users 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 dispatch documents well in time to enable the purchaser 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:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

**15. Warranty and CAMC**

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

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

15.5 In case of any claim arising out of this warranty and CAMC period 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 unless revised in SCC in Section V of Bidding Document.



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- 15.6 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 conditions laid down in the Bidding Document.
- 15.7 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 up to the completion of the original warranty period of the main equipment.
- 15.8 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.
- 15.9 During Warranty and CAMC 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.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

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

## 18. Modification of Contract

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

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser'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 bid and incorporated in the contract except for any price adjustment authorized in the SCC.

## 20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST 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 through electronic transfer in NEFT/RTGS 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 Indigenous Goods (M&E) 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) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- b) **On Acceptance:** Balance 25% payment would be made against “Installation and Acceptance Certificate” of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).
- B) Payment for Imported Goods (M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:
- a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air 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) Commercial Supplier’s Invoice giving full details of the goods including quantity, value, etc.;
  - ii) Packing list;
  - iii) Certificate of country of origin;
  - iv) Negotiable clean Bill of Lading/Airway Bill;
  - v) Insurance Certificate; (if applicable)
  - vi) Manufacturer’s guarantee and Inspection certificate; (if applicable)
  - vii) Inspection certificate issued by the Purchaser’s Inspector; (if applicable)
  - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against “Installation and Acceptance Certificate” to be issued by the End User 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. “Installation and Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against “Installation and Acceptance Certificate” to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training),if applicable will be paid in Indian Rupees to the Indian Agent on submission of “Installation and Acceptance Certificate” by the End User.
- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer’s agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of “Installation and Acceptance Certificate” by the End User.
- C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject

to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

**D) Payment for Comprehensive Annual Maintenance Contract Charges:** The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User 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 of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

## **21.2 Terms of payment for imported goods**

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 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.
- 21.2.3 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, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 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.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

## **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 in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and

performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 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 GST 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 shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST 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 for extension of delivery period and obtain the same before dispatch. 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 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 shall, without prejudice to other rights and remedies available to the Purchaser 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 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 without prejudice to any other contractual rights and remedies available to it the Purchaser, 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, 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.

**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 in writing of such conditions and the cause thereof within twenty one days of

occurrence of such event. Unless otherwise directed by the Purchaser 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 is unable to fulfil its contractual commitment and responsibility, the Purchaser 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 reserves the right to terminate the contract, in whole or in part for its Purchaser'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. The notice shall also indicate inter alia, 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 GIB 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 Facsimile/email 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.
- 30.3 In the case of a dispute or difference arising between the Purchaser 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 to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Bidding 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**

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 32.2 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. Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.



## **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.

**Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.**

**The warranty conditions will be as mentioned in the list of requirement as per section VI of the Bidding Document.**

**SECTION- VI****LIST OF REQUIREMENTS****Part I:**

<b>Sl. no.</b>	<b>Rfx/ Event number</b>	<b>Short Description of goods</b>	<b>Quantity</b>	<b>Warranty Period</b>	<b>CAMC period after warranty</b>
1	3000002480	Integrated Track-Based Automation Enabled Core Clinical Laboratory	1	05 years	05 years
2	3000002481	Integration and Data Management System for Modular OT with OT Light	8	05 years	05 years
3	3000002482	HDR Brachytherapy System	1	05 years	05 years
4	3000002483	4D CT - Simulator	1	05 years	05 years

**Part II: Required Delivery Schedule:****For Indigenous or Imported goods:**

Supply, Installation and Commissioning to be completed within 120 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA.)

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

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

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

**Part IV:** Turnkey Work (if any) as per details in Technical Specification.**Part V:** Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

**Part VI: Required Terms of Delivery and Destination.****a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

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

The foreign bidders 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).

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.

**c) The Consignee details** are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/Departments:

Consignee	Site	Contact Address.	Air Port	Sea Port
NCI-AIIMS  (National Cancer Institute – All India Institute of Medical Sciences)	Jhajjar Campus	Badsha Village Jhajjar Haryana	New Delhi	ICD Tuglakabad (for containerised shipments)  Or  ICD Patparganj

Note: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier.

**SECTION - VII****TECHNICAL SPECIFICATION AND GENERAL POINTS****A. TECHNICAL SPECIFICATION:****Item Sl. No. 01****Integrated Track-Based Automation Enabled Core Clinical Laboratory**

<b>Sl. No.</b>	<b>Technical Specifications</b>
	<b>Description</b>
1	The integrated track-based automation should be a high throughput automated sample handling system which processes, Biochemistry, Hematology, Immunoassay and coagulation sample tubes.
2	The track-based automation should be connected to the Laboratory Information System (LIS) of the Hospital.
3	The system should simultaneously support intermixed 13x75mm and 13x100mm sample tubes & bar coded samples in each of the modules.
4	Maximum turnaround time $\leq$ 120 minutes for all the routine tests except for immunology tests.
5	System should raise appropriate alarm and divert the rejected sample to predefined racks.
6	IQ, OQ & PQ of all the equipment must be provided to the laboratory at the time of installation. The PQ must be done by the vendor after every maintenance cycle or at least once in a year.
7	The supplier must perform equipment calibration as required by latest ISO 15189 and NABL 112 or as specified by NABL from time to time and the records of such calibration must be made available to the laboratory, including certificate of calibration. The cost of the calibrators shall be borne by the vendor for the duration of the contract.
8	The total work should be on Turnkey basis as per the given specifications and all the necessary works should be in the scope of bidder for smooth installation, commissioning, testing and functioning.
<b>1</b>	<b>Pre Analytical Modules</b>
1.1	<b>Input Module</b>
1	It should have a throughput of a minimum of 600 tubes/hour.
2	It should have STAT/Priority sample handling facility.
3	It should be able to detect tube type using color detection or any other standard method.
4	It should have the ability to allow samples that are pre-spun to bypass the centrifuge module(s) or ability to bypass any step.
5	It should have the ability to remap samples to allow re-introduction of new or previously processed sample tubes for routing to and from the storage.
1.2	<b>Output Module</b>
1	Output module is meant to put analyzed samples from the track automation out for the user.

Sl. No.	Technical Specifications
2	It should have a throughput of a minimum of 600 tubes/hour.
3	Rack mapping for sample tubes for off-line processing
4	Rack mapping for samples with error codes
1.3	<b>Centrifuge /Temperature Controlled Centrifuge</b>
1	The track should be able to support at least 2 modules of integrated Centrifuges with automated loading, balancing and unloading of centrifuge racks.
2	Each centrifuge should be configurable for simultaneous handling of <b>13x75mm and 13x 100mm tubes.</b>
3	It should support user configured variable time, speed, temperature (4 degree to 40 degree)
4	Each unit of centrifuge should have centrifuged tube throughput of minimum 300 tubes/hour with a centrifuge cycle time of 10 minutes.
5	Noise level at full speed should be less than 65 dB.
1.4	<b>Decapper</b>
1	It should be an integrated Decapper and should be able to De-Cap sample tubes with rubber or screw cap or plastic lift off style caps.
2	Should have a minimum De-Capping capacity of 600 tubes/hour
1.5	<b>Aliquoter</b>
1	There should be an integrated Aliquoting & Labeling module with a processing capacity of at least 150 primary tubes/hour.
2	It should have Automatic level detection, Clot and Obstruction detection facility.
3	It should be flexible to facilitate user definable parameters for test volume, dead volume, gel height, aliquot priority, storage volume and aliquot label format etc
4	It should have capability of aliquoting a minimum of four secondary tubes from a primary tube.
5	The system should be able to track residual volume of samples for storage and retesting.
1.6	<b>ReCapper: Integrated ReCapper with the following features:</b>
1	Recap the uncapped tubes destined for storage and outlets
2	Recap primary and aliquot tubes
3	It should have a minimum recapping capacity of 600 tubes/hour
2	<b>Analytical Module</b>
	Analytical module should consists of :- 1.Clinical chemistry analyser 2.Immuno assay analyser 3.Hematology Analyser 4.coagulation All the analyser should be connected to track and able to run independently also. Offered Analysers should have USFDA or European CE with 4 digit notified body number.
2.1	<b>Clinical Chemistry System</b>

Sl. No.	Technical Specifications
1	Two fully automated, random access, floor model biochemistry analyzers <b>integrated to track based lab automation and each analyser should have a minimum throughput of 800 tests/hour.</b>
2	System should be able to use end point, kinetic, immunoturbidimetric assay and ion selective electrolyte assay with facility for therapeutic drug monitoring and drug of abuse
3	Must be able to handle bar coded samples
4	Must be able to handle various sample types including serum, plasma etc
5	Must have facility of sample probe obstruction & detection.
6	Must be able to detect lipemic, icteric, hemolysed samples which can be configurable assay specific.
7	Must have level sensing capability for probes with alarms on insufficient samples
8	Must accommodate a minimum of 55 reagents on board and Test Menu of at least 100 assays
9	Must have at least 10 open channels to accommodate User Defined Reagents (third party reagents).
10	Must have reagent area cooling to offer long on-board stability of reagents
11	It must be able to load reagents even while the instrument is processing samples.
12	Capability for auto-validation of results as per customized rules.
13	Must have on-board quality control program (for internal QC) with the following features:
a	Must facilitate user defined 'Auto QC' option (ability to order QC run automatically at pre-defined time intervals/test intervals) which must be assay dependent.
b	Must have facility for in-built (Westguard rules/LJ plots/twin plots) and customizable QC rules to define QC acceptance and rejection criteria
c	In case of violation of QC, the system should raise an alarm & automatically divert the samples to the other mirror analyzer for sample testing.
14	<b>Software Features</b>
a	Must have reagent inventory management with alerts on insufficient reagents
b	Must facilitate bi-directional interfacing capability
c	Must support remote monitoring & e-service facility
d	Must support automated reflex testing (user defined – for specific assays)
e	Must have data storage of minimum of 10,000 or more patient files
2.2	<b>Immunoassay System</b>
1	Two fully automated, random access, floor model immunoassay analyzers with Chemiluminescence technology integrated to track-based laboratory automation
2	Each of the immunoassay analyzers should have a minimum throughput of 170 tests/hour.
3	System must be able to handle various sample types including serum, plasma etc

Sl. No.	Technical Specifications
4	It must have level sensing capability for probes with alarms on insufficient samples
5	Must accommodate a minimum of 25 assays on board to be simultaneously assayed on a sample.
6	It must have reagent area cooling to offer long on-board stability of reagents.
7	Capability for auto-validation of results as per customized rules.
8	Must have on-board quality control program (for internal QC) with the following features:
a	Must have facility for in-built (Westguard rules/LJ plots /twin plots) and customizable QC rules to define QC acceptance and rejection criteria.
b	In case of violation of QC, the system should raise an alarm & automatically divert the samples to the other mirror analyzer for sample testing.
9	<b>Software Features</b>
a	Must have reagent inventory management with alerts on insufficient reagents
b	Must facilitate bi-directional interfacing capability
c	Must support remote monitoring & e-service facility
d	Must have data storage of minimum of 5000 patient files
2.3	<b>Hematology</b>
1	Two fully automated Hematology analyzers integrated to track-based laboratory automation
2	Each analyzer should have a minimum throughput of 100 tests/hour
3	The system should be based on any of the following principle: Flow cytometry or impedance-based or VCS principle.
4	It should have capability to measure & analyze whole blood, CSF and body fluids.
5	Following assay modes should be available on the system:
a	CBC only
b	CBC+ DIFF
c	CBC+DIFF+RETIC
6	An automated slide maker, stainer and labeler connected with the hematology analyzers to prepare slides based on customized rules should be provided.
7	User defined rules & flagging limits for age, gender, geographical location and other parameters as and when required should be available.
8	Capability for auto-validation of results as per customized rules.
9	Must have on-board quality control program (for internal QC) with the following features:
a	Must facilitate user defined 'Auto QC' option (ability to order QC run automatically at pre-defined time intervals/test intervals) which must be assay dependent.
b	Must have facility for in-built (Westguard rules/LJ plots / twin plots) and customizable QC rules to define QC acceptance and rejection criteria
c	In case of violation of QC, the system should raise an alarm & automatically

Sl. No.	Technical Specifications
	divert the samples to the other mirror analyzer for sample testing.
10	<b>Software Features</b>
a.	Must have reagent inventory management with alerts on insufficient reagents
b.	Must facilitate bi-directional interfacing capability
c.	Must have data storage of minimum of 10,000 patient files
2.4	<b>Coagulation</b>
1	Two fully automatic coagulation analyzers integrated to track-based laboratory automation.
2	Each analyzer should have a minimum throughput of <b>270 tests/hour</b> when doing PT and APTT simultaneously.
3	It should be able to run clotting, chromogenic and immunological assays in random access mode.
4	Fully user defined and dedicated positions for calibrators, controls and STAT.
5	System should be able to detect hemolysis, icterus, and lipemia in the samples
6	It must be able to handle bar coded samples.
7	Must accommodate a minimum of 30 reagents on board and test menu of 10 assay.
8	Must have at least 5 positions to accommodate STAT samples
9	Capability for auto-validation of results as per customized rules
10	Must have on-board quality control program (for internal QC) with the following features:
a.	Must facilitate user defined 'Auto QC' option (ability to order QC run automatically at pre-defined time intervals/test intervals) which must be assay dependent.
b.	Must have facility for in-built (Westguard rules/ LJ plots / twin plots) and customizable QC rules to define QC acceptance and rejection criteria
11	<b>Software Features</b>
a.	Must have reagent inventory management with alerts on insufficient reagents
b.	Must facilitate bi-directional interfacing capability
c.	Must have data storage of minimum of 10,000 patient files
3	<b>Post Analytical Module</b>
1	There should be an <b>integrated Refrigerated temperature storage unit</b> for storage of samples & automatic retrieval to the track for retesting or discard.
2	The storage profiles should be programmable according to the test with automatic and configurable discard function for tube disposal directly to containers with biohazard covers and also to a standby container to support tube disposal without stoppage.
3	A minimum storage of 10,000 tubes ( <b>Refrigerated</b> ) should be possible in the post analytical module.
4	An integrated ReCapper/ <b>Resealer</b> module with the following features should be available at the post-analytical stage:



Sl. No.	Technical Specifications
a.	<b>Recap/ Reseal</b> the uncapped tubes destined for storage and outlets
b.	Recapper or resealer to seal the tubes
<b>4</b>	<b>Middleware/software</b>
	The software supporting the track based automation should have following features and support the following functions:
1	There should be a single command system to monitor all the analyzers attached on the track for sampling status, sample location, QC status, additional testing, sample storage and disposal.
2	STAT sample handling by priority in both pre-analytical and analytical modules without interrupting the routine run
3	Automatic balancing of workload & number of sample tubes, reagent and calibration status, sample programming information and dynamic instrument test menu and status etc.
4	Automatic handling of sample and non-sample based errors
5	Support patient demographic information
6	Automatic communication of sample test status to properly handle storage or rerun of the sample
7	Automatic retrieval of samples for re-run, reflex and add-on testing
8	Automatic validation of test results
9	Automatic recognition of errors in any of the modules connected and notification to the user
10	Provide alerts to control station & monitoring screens
11	Allow user to search sample information via Sample or Sample History
12	Provide password protected system setup information to prevent usage by unauthorized user
13	Provide real time information about status of samples & turn-around time
14	Manual rerun – ability to accommodate request for a sample tube previously run on the track
15	Sample Processing Capabilities such as Sample identification, Aliquot creation, Test scheduling
16	Automatic routing of samples for testing based on tests ordered, test menu of the available connected analyzers, load balancing across analyzers with common test menus to optimize throughput and best fit sort destinations
17	Ability to accommodate user defined Reference ranges and Critical ranges for tests
18	There should be automatic sample tracking including sample arrival (date/time recording), sample location while on the automation line and time of sample removal from the system.
19	System track should permit future upgrades to host more analyzers to cover future increase in workload
20	System should be provided with all the necessary controlling devices and monitoring screens
21	Integration should be based on one of the standards HL7 or ASTM depending on the software/middleware provided

Sl. No.	Technical Specifications
	Future expansion: Vendor has to design the workflow with a future expansion of at least an additional of one unit including analyzers and other instruments attached to the track such as input-output modules, Recapper, Decapper, storage units etc.
	L1 Calculation shall be based on: Cost of the equipment specified in BOQ including all the requirements listed in the tender including UPS, RO Water system, Manpower and all the turnkey works charges + <b>Grand Total (Z) as indicated in Annexure "1" + CAMC for 6th-10th year(NPV).</b> <b>The prices of all the reagents and QC material etc. quoted for in Annexure "1" will be fixed for the period of validity of the contract.</b>
	The prices of all the reagents and QC material will be fixed for the period of validity of the contract.
	<b>Additional Requirements:</b>
1	All hardware & software required (including drivers, interfaces etc.) to be supplied.
2	All analytical modules and centrifuges must be available to operate & process samples in case of non-functioning of track system.
3	System should avoid cross contamination in biochemistry & immunoassay parameters.
4	R.O. water system: If RO is required in system, suitable R.O. water system to be provided and its installation & daily maintenance to be taken care of by the vendor during contract period. RO should of Eureka Forbes/Ion Exchange / Millipore / Kent / Aquacare / Rions make.
5	UPS: Suitable UPS for the entire system (100% back up) to be provided and its installation & maintenance including batteries to be taken care of by the vendor during the contract period.
	<b>Manpower Requirement:</b>
1	The vendor will ensure 24x7 physical presence of required number of operator/technician/engineer at the core lab facility at NCI Jhajjar for the following activities:-
	a. Routine maintenance (Daily, weekly, monthly)
	b. Internal QC and calibrations
	c. Reagent/ additive/QC any other chemical replacement and refilling in the core lab system.
	d. Middleware and log handling/operations for all tasks.
	e. Any other activity linked to operations / maintenance for smooth functioning of core lab.
2	Medical examination of staff: The bidder shall employ only those persons in the lab who are found to be medically fit. Hospital reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the NCI-AIIMS on medical examination of such employees, shall be borne and paid by the bidder.
3	Wages and insurance: The vendor shall comply with the laws applicable to employees working in the laboratory regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, and medical benefit like ESI etc.

Sl. No.	Technical Specifications
4	NCI-AIIMS management has no liability for the manpower deployed by the party, their health and safety. Firm will provide uniforms, aprons and other protective gear to ensure proper protection to all workers.
5	NCI AIIMS shall not provide any boarding/ lodging and transporting facilities to the staff deputed by the vendor permanently or temporarily.
	<b>Turnkey Work</b>
1	Bidders are strongly advised to visit the site and carry out the assessment of works before bidding.
2	Total area dedicated for core lab is approx. 4000 sqft.
3	All track devices, wiring ducts, water supply, drainage and network cables etc. should be concealed and aesthetically look good.
4	All electrical work required for commissioning and installation of equipment like cable wire, electrical outlets, switches, cable trenches, railings, etc. should be fire proof, of reputed make, certified for electrical safety as per international standard. All work has to be done by the bidder including Electrical Isolators, MCBs, Electrical boards, Switches, Sockets and any other thing which are required for smooth running of Equipment.
5	Institute will provide one point electrical, drain and water supply at lab and further distribution within the Lab area will be responsibility of bidder as per approved layout.
6	Vendor has to provide proper drainage ports/traps for prevention of contamination and bacterial growth.
7	Carry out the complete partitioning/separation of the work site with controlled access.
8	All water pipes distribution must run in walls & above false ceiling.
9	Provide all necessary safety equipment to site as per international guide line.
10	Ensure that signage are posted all around (Work permit, hot work permit, Site inspection check list, etc).
11	Carry out the complete flooring inclusive of all materials.
12	Carry out any other finishes required in the area of work such as wall protectors, corner guards, etc.
15	Supply, install, testing & commission the distribution box, circuit breaker, fire sensors & extinguishers and cabling from the nearest mains power supply. Rerouting all electrical, fire safety, telephone, security & network cables as per chosen design.
16	Supply, install, testing & commission the water supply lines to the water system including pipes, joints connections, tees and valves to supply water to purification equipment. Rerouting of all air / water / drain pipes & ports as per chosen design.
17	Carry out all core lab project area renovation, maintenance and preparation, including, doors, furniture, windows, tiles, ceilings, lights, painting etc.
18	All water pipes distribution must run in walls & above false ceiling. No underground piping except for drainage are accepted.

## ANNEXURE - 1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Sl. No	List of Parameters	No. of tests (approximate annual load being factored for bid ranking only)	Reagent Pack Details					Additives					Total Cost of Tests	QC Pack Details					Total Cost of QC per year		
			Pack Catalogue No.	No. of tests/pack	Pack size	Cost per Reagent Pack	Total No. of Reagent packs to be used as per No. of tests in column "C"	Total Cost of reagent (G x H)	Pack Catalogue No.	No. of tests/pack	pack size	Cost per Pack		Total No. of packs to be used as per No. of tests in column "C"	Total Cost of additives (M x N)	Pack Catalogue No.	pack size	2 level/ 3 level		Cost per QC Pack	Total No. of QC packs to be used/year if run twice a day
1	Glucose	150000																			
2	Electrolytes	150000																			
3	Urea	150000																			
4	Creatinine	150000																			
5	Uric Acid	30000																			
6	Cholestrol	150000																			
7	Triglycerides	150000																			
8	Direct LDL	150000																			
9	HDL	150000																			
10	Calcium	150000																			
11	Phosphorus	30000																			
12	Magnesium	30000																			
13	Total Bilirubin	150000																			

14	Bilirubin Conjugated	150000																		
15	ALT	150000																		
16	AST	150000																		
17	Alkaline phosphotase	150000																		
18	Gamma GT	150000																		
19	Amylase	110000																		
20	LDH	150000																		
21	CK NAC	10000																		
22	Urinary Proteins	150000																		
23	Homocysteine	15000																		
24	B12	15000																		
25	Folate	15000																		
26	Ig G	30000																		
27	Ig A	30000																		
28	Ig M	30000																		
29	Ferritin	30000																		
30	Transferrin	30000																		
31	UIBC / TIBC	5000																		
32	Total PSA	10000																		
33	CA 125	15000																		
34	TSH	15000																		
35	FSH	15000																		
36	LH	10000																		
37	Prolactin	10000																		
38	PTH	10000																		
39	Cortisol	10000																		
40	Testosterone	10000																		

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41	Free T3	15000																				
42	Free T4	15000																				
43	Free PSA	5000																				
44	Troponin	5000																				
45	Insulin	10000																				
46	Myoglobin	5000																				
47	Estradiol	10000																				
48	Progesterone	5000																				
49	AFP	10000																				
50	CEA	10000																				
51	25 (OH) Vitamin D Total	15000																				
52	CK-MB	6000																				
53	HBs Ag	15000																				
54	HIV Combo	30000																				
55	Albumin	30000																				
56	CBC only mode	150000																				
57	CBC+Diff	150000																				
58	CBC+Diff+Retic	50000																				
59	Anti Xa assay	5000																				
60	APTT	20000																				
61	D-Dimer	10000																				
62	Fibrinogen	10000																				
63	Lupus anticoagulant	10000																				
64	Prothrombin time	20,000																				
65	Thrombin time	10000																				
66	Protein C	5000																				
67	Protein S	5000																				
68	Antithrombin assay	5000																				

69	Total protein	150000																			
70	Lipase	5000																			
71	C3	5000																			
72	C4	5000																			
73	CRP	10000																			
74	RF	5000																			
75	Valproic acid	5000																			
76	CA 19-9	10000																			
77	Opiates	5000																			
78	Iron	5000																			
79	Total protein ( CSF/Urine)	5000																			
																			Sum of above (X)		Sum of above (Y)
Grand total (Z) (to be incorporated in main price bid at appropriate place therein):																	Z = (X + Y) x 10 Years				

NOTE: If more than one Reagent, Additive, QC etc are required for performing a particular test, the bidder may add additional rows in the table above as per requirement. However, the cost of all reagent, additives, QC etc reflected in ANNEXURE-1 must be incorporated in the grand total as required. The grand total thus arrived is to be inserted in the main price bid at the appropriate place provided therein. If the same reagent and/or additive and/or QC, etc. are used for multiple tests, the cost of the same must be replicated for each test according to the number of test prescribed in the column 'C' in the above table.

**Bill of Quantity (BOQ)**

<b>Sr. no</b>	<b>Equipment name</b>	<b>Total Qty</b>
1	Input module	1
2	Output module	1
3	Centrifuge	2
4	Decapper	1
5	Recapper (For Pre analytical)	1
6	Recapper/Resealer (For Post Analytical)	1
7	Aliquoter	1
8	Fully Automatic Clinical Chemistry analyser	2
9	Fully Automatic Immunoassay analyser	2
10	Haematology analyser	2
11	Coagulation analyser	2
12	Refrigerated storage unit one each	1



**Item Sl. No. 02****Integration and Data Management System for Modular OT with OT Light**

<b>Sl. No.</b>	<b>Technical Specification</b>
<b>1</b>	<b>Installation Requirement &amp; Scope -</b>
a)	Bidder has to provide all required hardware & software to complete the work all in accordance with international standard & norms.
b)	<b>Within OR room communication between devices console etc. can be done using any technology compatible with 3D , HD and 4K signals wherever applicable. However communication to any location outside OR should be through Fiber Optic.</b>
c)	<b>All required cabling</b> inside MOT and upto IT rack present outside of each MOTs are under bidder scope and Institute will provide OFC (Fiber Optic Communication) from each IT racks to server room/control room, doctor's lounges & auditorium, etc.
d)	Bidder should be responsible for all cut-outs, patch-panels, flushing of monitors, etc. and repairing & repainting of OTs thereafter (If required)
e)	Bidder has to provide all required tranches/ trays, PVC conduits for fiber optic cables, electrical cables, data cables, etc. with all necessary cabling required for integration system. MOT vendor will provide necessary cutouts as per approved drawing provided by institute/consignee. MOT vendor will also provide dedicated MCBs/MCCBs minimum 2Nos for integration equipment in MOT Distribution Board(DB) rest cabling will be in the scope of integration vendor for integration equipment's.
f)	Bidder has to provide all required convertors/transducers to integrate signal from different sources/equipment. The integration system should be capable of sending & receiving of all kind of audio & video signals(VGA, RGB, HDMI, DVI, USB, S-Video, etc)
<b>2</b>	<b>2D &amp; 3D Medical Grade Monitors -</b>
a	<b>26 inch or more</b> Full High Definition (1920X1080p) <b>medical grade monitor should be mounted on OT Light 3rd arm. The 3D/4K Monitor (in MIS OT-02Nos) should be mounted on ceiling suspended spring boom arm.</b>
b	42 inch FHD (1920X1080p) medical grade color monitor should be flush mounted on OT wall with all necessary frames with glass should be provided by bidder.
c	Patch panel for power & signal to be laid down for LCD Monitor at Wall/Pendent/boom/OT Light 3rd arm.
d	Ceiling Boom Arm – Should be capable of holding 32inch monitors and all fixation related work for the same should be responsibility of bidder
e	All medical grade monitors offered should be European CE with 4digit notified body/US FDA certified
<b>3</b>	<b>Audio Video Communication System</b>
a	The MOT should be connected to Conference room/Other MOT/Doctors lounge/Etc. for video conferencing and live transmissions as per the requirement.
b	The Audio-Video system should have the minimum 12 x 12 Digital with open architecture. The routing/Switch system should be able to integrate Full HD signal (e.g. Room Camera/OT Light Camera/Etc)
c	12 Number of Decoders and 12 Numbers of Encoder or converters should be supplied as per the institute requirement.(how many HD/3D/4K quantities)
d	Audio – Visual system should receive the signal from different sources like Room camera, Endoscopy camera, Overhead camera, Archiving System, Auxiliary

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	devices like C-Arm, Video Microscope, Mobile ultrasound, microphones, AUX-IN, 3.5mm(Audio) in & video conferencing.
e	The routing system should allow selection of multiple views for simultaneous transmission in QUAD or PIP format.
f	It should be capable to route the 3D & 4K data also all necessary hardware & software should be supplied.
g	The System should be able to receive and transmit the PACS Data from source MOT.
h	Patient and image data(Endoscopic or open procedure) should be able to call up and distributed to required monitors in the operating room
i	All the patch panel work required for Hardware of OT Integration system should be in the bidder's scope of work and also necessary co-ordination with consignee, MOT Vendor, construction vendor and HLL/HITES will be the responsibility of the bidder for successful completion of the all associated works.
j	Audio-Video bidirectional Conferencing system should be offered and the system should be able to transfer high quality real time images and audio signals from multipoint at a minimum speed of 2Mbps. The system should be compatible to 1080p full HD resolution for transmission over the ISDN lines or IP Service.
k	Suitable HD camera & wireless mic should be provided.
l	The conferencing system should be controlled via the touch screen of the integration system from the OT. Suitable Number / Sets of Transmitters, Receivers and Cables, connectors and accessories should be offered as per the requirement.
<b>4</b>	<b>Control System cum Digital Documentation System for MOT Integration system should be able to control the following equipment -</b>
a	Full High Definition 19" or more Medical grade LED/LCD monitor should be wall mounted or mounted on extended arm on surgical Pendant for the display of live transmission of images and video sequences from the Operating Room (eg. images from C arm, endoscope, OR light camera and Microscope)
b	Should have provision to record the images and video sequences in OT.
c	The Full High-Definition Digital Documentation System should be a high-end computer system based on Windows 7/8 or better embedded platform (for security purposes) designed specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition images & videos can be accessed from the hard drive for printing or saving onto USB Flash Drive & Hospital network.
d	Integration of equipment/Signals/Sources with the Central Control System in such a way that the central control system is capable to route any running high-definition surgical videos, which is being recorded in it, onto any display device in an operating room.
e	It should have at least 500 GB or more internal Hard Disk Drive (HDD) for in-system archiving. Also, it should have a feature of real time in-procedure DVD burning besides at-the-end procedure DVD burning. Also able to automatically transfer the data to Integration control room for optimum use. It should be able to preview and simultaneously record views from two video sources parallel and archive as single patient file.
f	Patient and image data should be able to call up and distributed to required monitors in the operating room
g	All cabling including audio, video, communication, power, etc in the scope of bidder and it is responsibility of the bidder to provide all necessary connectors/convertors to integrate the external OT equipment to integration system.

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h	<b>Integration system should be able to control the following equipment -</b>
i	OT Light
ii	Routing of video sources to display destination required
iii	Room audio & music
i	The Control system rack should be flush mounted into the wall or mounted on dedicated rack of pendent.
j	System should be able to document patient data and user configurable options for different procedure.
5	<b>Monitoring &amp; Control Room for OR Integration System -</b>
a	It should be able to control all incoming & outgoing audio from MOTs to MOTs/Conference/Auditorium with all necessary software Hardware.
b	It should be able to route all video-audio through IP technology to anywhere as per requirement for example the Operator can connect any MOT to Auditorium/MOT/Conference Room and route the desired source audio & Video anywhere as per the institute requirement.
c	Should be supplied with dedicated monitoring screen of minimum 42 inches for viewing all MOTs procedures and another monitor of <b>minimum 19 inch</b> for controls of Integration system from monitoring and control room."
d	It should have dedicated server with 30TB of local online storage and able to integrate with main hospital IT server room, PACS and HIS. It should be DICOM and HL7 compliant.
e	Control Room should be able to perform below type of bidirectional Audio-Video communications -
	· OT to OT
	· OT to Doctors Lounge/Doctor's office
	· OT to Auditorium
	· OT to Outer World (through Internet)
f	The System should be supplied with <b>minimum 30 User License</b> to simultaneously remotely view of video sources of OTs.
6	Extra Hardware for Audio-Visual Conferencing (Optional Price Should be offered) The bidder should supply all the necessary equipment required for Audio visual conference from the MOT to MOT/Auditorium / Conference Room/Doctors lounges/Etc. for two communications.
a	Room Camera/ Camera Inside MOT-The bidder should install the room camera inside OTs. Camera should be HD. It should be high speed cameras, with 20X or more zoom lens, with pan tilt with power supply and reliable strong mounting assembly. It should be integrated and controlled via the central control system should be from reputed make and covered under warranty & CMC as per tender terms.
b	Video Projector -Minimum resolution should be 1080p and should be supplied with Motorized Screen with remote. Projector should be capable to take input & output from all commonly use medium.Should be from reputed make and covered under warranty & CMC as per tender terms.
c	PA System (for Audio Communication 2-Way) - High speed multi-channel PA system as per the institute requirement, capable to integrate with main integration

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	system. Should be from reputed make and covered under warranty & CMC as per tender terms.
d	Cabling for 2way conferencing –Bidder should quote rate Per meter basis and payment will be made on actual consumption.
e	Any Extra Works –Bidder should describe if any other item required for two-way audio video conferencing required other than specified. Bidder must quote Unit Rate for such items otherwise it will be presumed that all parts which are not specified is inclusive in the offer.
<b>7</b>	<b>OT LIGHT WITH CAMERA</b>
A	<b>OT Light – LED</b>
	Operating Room Surgical Lighting System should provide an ideal combination of brightness, maneuverability, and shadow resolution without sacrificing color accuracy through a consistent LED technology. Such Lighting System should have the following technical specifications:
i	Number of Light heads : Two per suspension
ii	Colour Temperature range: 3800 k -5000 (±10 %) - Variable colour temperature.
iii	Field Size Diameter: 20 to 28cm (+/- 10%)
iv	Working Range: 750 to 1100mm (+/- 10%) or better
v	Illumination Level : 160000Lux (Major Dome & Minor dome)
vi	Controls : Control Panel (wall and on dome)
vii	<b>Rotation : 360 degrees full range</b>
viii	Sterilizable Handle: 02 Nos.
ix	Mounting Type : Ceiling
x	Supply Voltage : 230 VAC 50 Hz
xi	Bulb Type : LED
xii	Dimming Range : 30% - 100%
xiii	Life of Light Source : >40,000 Hrs
xiv	Should be supplied with 3rd arm for Monitor(32inch)
xv	<b>Surgical Light System Should be European CE with 4digit notified body/US FDA certified/ Self declaration of conformity of Eu CE with ISO 13485 issued by 4digit notified body and certificate should be submitted for offered model</b>
B	<b>HD Camera System – 1080 p/i</b>
	Integrated In-Light Camera System should be in one of the domes of this lighting system.

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	Such an autofocus – camera should have the following specifications
i	Signal to Noise Ratio (S/N Ratio) : >50 dB
ii	CCD/CMOS : 1/3" or 1/2.8"
iii	Optical Zoom : 10X
iv	Digital Zoom : 12-15X
v	Video Output: HD and S-Video / Composite Video (Integrated / through Convertor)
vi	White Balance & Gain: Automatic/Manual
vii	Light and Integrated Camera should have a control through Touch Panel of the control equipment placed inside the operating room
C	<b>HD LED FLAT PANEL MEDICAL GRADE MONITOR ( for Non Integrated MOTs)</b>
	<b>Should be 26inch or more</b> High Definition Progressive Scan Flat-panel Medical Grade Monitors with ceiling mounted spring arm suspension to support high definition/HDTV progressive Scan images and should be able to support and display DVI/HDTV, RGBHV, S-Video, Composite video signals. Aspect ratio 16:9/16:10. Resolution – 1920X1080 or more.
	The flat Panel suspension should be ready with the cables for integration of High Definition Digital (DVI/HDTV), RGBHV (High Resolution), SVHS (S-Video), Composite video signals to travel from the various sources of video like endoscopic camera, room camera, in light camera, high definition flat panel monitors, while assuring native resolution / signal.
D	<b>Recording system to be offered separately.</b>
	<b>Recording system should be full HD monitor LCD 7" touch screen or more and having the minimum 500GB storage space. USB port should be available for archiving the procedures.</b>
	Data cable for communication from both pendants and monitors should be laid down upto outside of OT in a patch port for future expansion for all OT's.

**Item Sl. No. 03****HDR Brachytherapy System**

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

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

<b>Sl. No.</b>	<b>Technical Specification of 'HDR Brachytherapy System'</b>
	4.7 The system should be capable of summation of brachytherapy and external beam dose distribution and 3D viewing and should be quoted as optional item and price must be quoted separately.
	4.8 The Networking (on-line) between HDR treatment unit and TPS should be provided and it should be connected with CT machine and simulator and other imaging modalities.
	4.9 Hardware: Treatment planning system should have a latest computer with high speed with most modern graphics workstation, fast processor with RAM of maximum latest availability and should have a Hard Disk with large storing capacity of maximum available memory, Key Board, Mouse of latest configuration.
	4.10 The system should have at least 21" TFT LCD Screen with high resolution for good visualization
	4.11. For patient data input, high resolution FILM SCANNER should be provided.
	4.12 One color printer A3/A4 size for printing the treatment planning and plotting of isodose should be provided.
	4.13. The vendor should provide advanced model-based dose calculation algorithm for inhomogeneity correction in dose calculation as per the AAPM TG-186 recommendations.
<b>5</b>	<b>5. Applicators for HDR Unit</b>
	5.1 Supply the standard accessories for the application of intracavitary, intraluminal, interstitial brachytherapy of cervix, vagina, rectum and head and neck esophagus and bronchial, biliary, breast and prostate applications. Applicators to be provided for;
	5.2 Gynaecological applicator Fletcher-Suit type – 6 sets
	5.3 Gynaecological application templates -2 set each (2 sets Syed-Neblet and 2 Sets of MUPIT with all required accessories)
	5.4 CT / MRI compatible gynaecological Fletcher-Suit type applicators – 2 sets
	5.5 Vaginal / Rectal applicator – 6 sets
	5.6 Esophagus applicator – 6 sets
	5.7 Nasopharyngeal applicator – 2 sets
	5.8 Breast and Prostate templates – 2 sets each
	(i) Biliary Applicators – 2 Each
	(ii) Intrabronchial Applicators (reusable)– 4 sets
	5.9 Surface mould – 5 sets for IOHDR applications (Freiberg applicators)
	5.10 All kinds of x-ray dummy markers (two sets) for the applicators supplied (wherever relevant). Interstitial implant plastic tubes – total 1000 numbers and Interstitial implant plastic needles- total 50 numbers and interstitial implant stainless steel applicators-20 numbers.
	<b>5.12.</b> Vienna Applicator or its equivalent for combined interstitial and intracavitary application-2 sets
	5.13 Provide the catalogues of the all the applicators. All the guide-tubes must be functional for 5 years.
	5.14. Vendor should provide one extra treatment control console system which will be compatible with offered HDR treatment machine for the purpose of performing intra-operative HDR brachytherapy treatment.
	5.15. Vendor should quote treatment planning system for intraoperative real-time ultrasound guided prostate brachytherapy treatment including inverse planning capability.



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

<b>Sl. No.</b>	<b>Technical Specification of 'HDR Brachytherapy System'</b>
	7.7 Factory trained service engineer/Applications specialists should be available in NCI Jhajjar to look after the installation and maintainace of the system without patient treatment interruption.
<b>8</b>	<b>Staff Training and Manual/documentations</b>
	8.1 Training should be provided to one Radiation Oncologist and one Medical Physicist for one week in the centre of excellence in abroad and also on-site training of two week to staff of department.
	8.2 User / Technical / Maintenance manuals to be supplied in English
	8.3 Certificate of calibration and service inspection should be provided.
<b>9</b>	<b>National Regulatory Body and Radiation Safety and Protection Requirement:</b>
	The vendors should visit the site and user department to get the Plan Layout and should facilitate and coordinate with user department in communicating with AERB in providing all required information pertaining to radiation safety compliance of the concerned equipment till the clinical commissioing process of first patient treatment commencement.
	<b>Scope of Work for Site Modification:</b>
	<b>General Requirements</b>
	1. The Supplier should inspect the proposed site offered by the Consignee, wherein the HDR BRACHYTHERAPY SYSTEM has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the HDR BRACHYTHERAPY SYSTEM. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. (The site plan is attached herewith as Annexure I).
	2. The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.
	3. Vendor will have to quote Unit Rates of the following components of Site Modification
	work.
	i. Electrical work
	ii. Air conditioning (HVAC)
	iii. Flooring
	iv. Wall Finishing & Painting
	v. False Ceiling
	4. The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.
	5. Bidder should clearly mention break up price of each component of Site Modification work separately.
	6. The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
	7. Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 7 TR HVAC is included for L1 calculation of the bids.
	<b>8. The HDR BRACHYTHERAPY CENTRE shall consist of the following rooms:</b>
	a HDR BRACHYTHERAPY Treatment Room
	b Console room

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	9. The supplier shall be required to specify the total load requirements for the HDR BRACHYTHERAPY centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the HDR BRACHYTHERAPY centre. The mains panel and distribution panel for HDR BRACHYTHERAPY SYSTEM, HVAC, and LIGHTING should be provided by the supplier. Few lights in HDR BRACHYTHERAPY SYSTEM, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
	10. The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.
	<b>THE ELECTRICAL WORKS:</b>
	1. Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
	2. All necessary cabling like LAN, DICOM & PACS for data interface between TPS and HDR BRACHYTHERAPY SYSTEM; CT-SIMULATOR & HDR BRACHYTHERAPY SYSTEM should be provided with adequate number of terminals.
	3. All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
	4. Earthing: Double-Earthing shall be provided with copper plate for the HDR BRACHYTHERAPY SYSTEM and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.
	5. Switches light and power points should be of modular type and of standard make as listed below.
	6. General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm, should be provided. Light dimming facility should be provided wherever it is necessary.
	7. All wires used must be FRLS (Fire Retardant with low smoke) type only.
	<b>AIR CONDITIONING WORKS:</b>
	1. The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
	2. The outdoor units of AC should have grill coverings to prevent theft and damage.
	3. Stand-alone Room Dehumidifiers of adequate capacity for HDR BRACHYTHERAPY SYSTEM Room, Console Room and TPS Room to be provided to ensure condensation-free atmosphere for the high value equipment.
	<b>Environment specifications:</b>
	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
	4. Temperature ranges: 22 ± 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
	5. Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
	<b>FLOORING WORKS:</b>

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	1. "600x600 mm vitrified tiles with 100mm matching tile skirting in HDR BRACHYTHERAPY SYSTEM Room & Console Room.
	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."
	2. Floor levelling if required to be done by supplier. All installation related floor modification non-structural) like Turntable pit, trench etc to be done by supplier.
	4. The HDR BRACHYTHERAPY SYSTEM room, Console Room will be made rodent /pest proof.
	5. Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.
<b>WALL FINISHING &amp; PAINTING</b>	
	1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.
	2. Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute.
	Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over
	3. Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.
<b>FALSE CEILING</b>	
	1. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.
<b>MISCELLANEOUS:</b>	
	1. The HDR BRACHYTHERAPY SYSTEM room shall be provided with wall-mounted storage cupboards within HDR BRACHYTHERAPY SYSTEM room; to store: Dosimetry & QA Items, HDR BRACHYTHERAPY SYSTEM accessories.
	2. Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within HDR BRACHYTHERAPY SYSTEM room
	3. TPS room should be provided with LED X-ray film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size-2 nos.

<b>Sl. No.</b>	<b>Technical Specification of 'HDR Brachytherapy System'</b>
	4. The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx 1800 mm length; 750 mm height; 300 mm depth).
	<b>FURNITURE:</b>
	1. Revolving chairs height adjustable, medium-back with hand-rest for Control room, TPS room - 12 Nos.
	2. "Workstation/Tables for Console room & TPS room:
	The Console room and TPS room should be provided with suitable workstations(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the HDR BRACHYTHERAPY SYSTEM and TPS."
	3. Bookshelves: Four-door bookcase with glass doors, height approx. 1700 mm; to store manuals; CD/DVDs, spares etc-4 Nos.
	4. Shoes Rack - 2 Nos.
	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>
	A ELECTRICAL
	1. CABLES - Gloster, Universal, Polycab
	2. WIRES - Finolex, Havells, V-Guard, RR Kabel, Gloster, Anchor
	3. SWITCHES - Legrand, L&T, Crabtree , Roma, MK, Crabtree
	4. DISTRIBUTION BOX , MCB - Legrand, L&T, Siemens, Havels
	5. LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
	B AIR CONDITIONING -Daikin, Hitachi, Blue Star, Voltas
	C FURNITURE -Hermen Miller, Godrej, Featherlite, Wipro
	D FALSE CEILING - Armstrong, Saint Gobain, Luxalon.

**Item Sl. No. 04****4D CT - Simulator**

<b>Sl. No.</b>	<b>Technical Specification of '4D CT - Simulator'.</b>
	Sealed tenders (Sealed separately as the "Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principles for the supply of a state-of the-art and latest technology based CT-Simulator. The CT-simulator includes CT scanner, laser system and virtual simulation system. The CT scanner should be of spiral multislice, large-bore atleast 16 slices per rotation model which should be capable of 4DCT acquisition. It should also be capable of integrating with standard networking and PACS systems available in the hospital. The offered equipment should have the following technical features.
<b>1</b>	<b>1. CT Scanner system</b>
	1.1 The system should be of latest slip-ring technology allowing acquisition of 16 slices per rotation with true isotropic volume acquisition and sub millimeter resolution of an at least 0.4mm.
<b>2</b>	<b>2. X-ray Generator</b>
	2.1 High frequency x-ray generator with an output of at least 50 KW or more to support continous and sustained operation. Please give details.
<b>3</b>	<b>3. X-ray Tube</b>
	3.1 Tube current: 30-400mA or more. The mA rating at peak generator power must be mention.
	3.2 The system should have mechanism for real time mA modulation for both Z axis and angular dose modulation
	3.3 Tube voltage should be in the range of 80-140kV
	3.4 The x-ray tube should have anode heat storage capacity of 5 MHU or more.
	3.5 The anode peak heat dissipation rate should be 700 KHU/min or more angular dose modulation.
	3.6 The x-ray tube should have <b>single/dual focal spot</b> (please specify the size of each focal spot).
	3.7 Filter and beam limiting device: Their Al equivalent (at least 5mm) <b>and X ray beam tracking feature or</b> any other specific features to reduce radiation dose to the patient must be specified.
<b>4</b>	<b>4. Gantry</b>
	4.1 Gantry aperture should be minimum 80 cm or more
	4.2 Gantry tilt should be at least $\pm 30$ degree
	4.4 Entire range of rotation times for full 360 degree should be specified.
	4.5 Remote controlled tilt from operator table should be possible.
	4.7 Laser alignment lights should define accurately actual scan of plane. It should operate over full range of gantry tilt.
<b>5</b>	<b>5. Patient Table</b>
	5.1 The scanning table should be universally flat with flat table top and should be compatible with tables of linear accelerators ( <b>Commercially available LINAC from either M/s Elekta or M/s. Varian</b> ) installed. The table should have patient positioning index system on carbon fiber table top.

<b>Sl. No.</b>	<b>Technical Specification of '4D CT – Simulator'.</b>
	5.2 The table should be able to bear weight up to 200 Kg or more.
	5.3 Table should have the metal free scanable range should be at least 150 cm.
	5.4 Horizontal accuracy should be $\pm 0.50$ mm or less
	5.5 Vertical table travel range should be specified. Minimum at least 55cm height.
	5.6 Table should support the immobilization accessories for conformal and stereotactic procedures. QA phantom holder, water level phantom and laser calibration bar should be provided.
	5.7 The table should have total free floating facility
	5.8 All patients positioning accessories including tilt should have control both form gantry and control console
<b>6</b>	<b>CT scanning parameters</b>
	6.1 The slice thickness should be users selectable which range from 1 mm to 10 mm.
	6.2 Minimum scan time for full 360 degree rotation should be 0.5 seconds or less for whole body applications.
	<b>6.3</b> Maximum true scan field of view should be <b>at least 50 cm or more</b>
	6.4 Extended reconstruction FOV of at least 70cm should be possible.
	6.5 Gapless spiral length should be 150cm or more.
	6.6 Specify single continuous spiral-on-time should be minimum 100 seconds or more.
	6.7 The system should automatically optimize radiation dose and resolution for each selection.
	6.8 Bolus triggered spiral acquisition should be possible. Give detail of sub millimeter resolution.
	6.9 Both spiral and sequential mode acquisition should be possible for all scanning protocols.
	<p><b>6.10</b> Prospective and Retrospective respiratory compensated/gated CT to generate 4D datasets must be compatible with all commercially available hardware and software for motion management to localize the tumor in motion. Specify the details.</p> <p><b>Required software and hardware to generate/acquire 4D CT imaging should be provided. Also required compatible hardware with commercially available LINAC based image acquisition solutions.</b></p>
<b>7</b>	<b>Scannograms/Topogram</b>
	7.1 Length and width: specify the range
	7.2 Scan times: specify the range
	7.3 Views: should be feasible in frontal and lateral views
	7.4 Should be possible to interrupt acquisition manually once the desired anatomy is obtained.
<b>8</b>	<b>Data Acquisition system</b>
	8.1 Detector: Please specify the number of detectors, detector design and type of detector.
	8.2 Number of rows with their thickness, number of elements in each row
	8.3 Mention the channels per row and number of projections

<b>Sl. No.</b>	<b>Technical Specification of '4D CT – Simulator'.</b>
	8.4 In-built mechanism for adapting the tube current during each scan. This should enable radiation dose reduction where body part thickness is less. Specify the mechanism used in the offered system.
	8.5 There should be in-built pediatric protocols adapted to weight and/or age.
	8.6 Specify available mechanisms to reduce the effective patient dose.
	8.7. Vendor should provide the 4DCT acquisition system as applicable to the offered system.
<b>9</b>	<b>Image Reconstruction:</b>
	9.1 Real-time reconstruction speed: 10 images per second or more at 512x512 matrixes.
	9.2 Display matrix should be minimum 1024 x 1024 or more.
	9.3 Freely selectable window width and centre with organ specific preset windows be possible
	9.4 Retrospective reconstruction with variable slice thickness should be possible.
<b>10</b>	<b>Image Quality</b>
	<b>10.1</b> High Contrast Spatial Resolution: It should be 15 lines pair per cm or better <b>(for 50 cm FOV)</b> maximum at 0% MTF Clearly specify the phantom used, scan time, mA, filter for image reconstruction, scan field, dose and MTF.
	10.2 Low Contrast Detectability: The low contrast resolution for CATPHAN should be at least 5mm or less at 0.3% using 20cm CATPHAN phantom on 10mm slice thickness.
	10.3 Spiral parameters: Different selection of pitch should be possible, from 0.5 to <b>1.5 or more</b> in 0.1 increments. Inter scan delay in different group of spiral should not be more than 5 seconds.
	10.4 CT number accuracy must be better than + 4HU for water and +10 HU for air. All necessary phantoms to check the spatial resolution of the scanner should be provided. CATPHAN with appropriate module should be supplied.
<b>11</b>	<b>CT Control Console</b>
	11.1 It should have <b>19" or more TFT flat screen LCD colour monitor</b> for display of 1024 x 1024 matrix or more.
	11.2 Computer CPU systems should be running on a high-end workstation platform with <b>UNIX/LINUX/ Window</b> of latest configuration. RAM size must be atleast 8GB or better.
	11.3 All functions viz. registration, scheduling, scanning, image reconstruction, image evaluation tools, post processing tools, film documentation and transfer of images, MPR, CT, maximum intensity projection, 3D with SSD etc should be possible from main console and workstation
	11.4 Image storage of <b>250 GB or more</b> for at least 2, 50,000 or more images in 512 x 512 matrixes uncompressed or better (quote the latest configuration)
	11.5 At least one high resolution medical grade laser color printer with latest model should be provided.
	11.6 CD/DVD facility for archiving must be available.
	11.7 The image reconstruction time should be less than 1.5 second for any mode.
	11.8 : A client server based advanced visualization solution with storage upto 2.5TB and to support 3 clients for CT Simulation.
	11.9 The system should have fully DICOM complaint. DICOM compliance statement should be provided.



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	11.10 An integrated intercom for bi-directional speaker communication between operator and patient and also automated patient instruction (API) system should be provided.
<b>12</b>	<b>Laser System</b>
	12.1 The CT-Simulator laser systems should have <b>at least three moving lasers , computer controlled</b> , for marking the isocenter without moving the table top. Following the isocenter localization in the CT-Simulation workstation, the isocenter coordinate will be sent directly to the computer system that is controlling the movements of the lasers. This computer in turn should drive all the lasers, so that without moving table, the laser point to the isocenter. The laser must be GREEN LASER system. Complete quality assurance tools must be provided.
	12.2 In addition to the moving laser, the CT -Scanner should have conventional in-built lasers for positioning the patient.
	12.3 The vendor should give a complete description about the laser marking system offered and how the CT-Simulation software integrates with it.
<b>13</b>	<b>CT-Simulation/Virtual Simulation System</b>
	13.1 The CT-Simulation/Virtual Simulation System should be possible to simulate all kinds of teletherapy machines in the simulation workstations without any kind of restrictions.It should support IEC, Varian, Elekta and other user defined linear accelerator conventions.
	13.2 It should be possible to visualize interactively reference views in axial, coronal, sagittal, isocenter image planes and in any oblique direction with overlay of beams on digitally reconstructed radiograph (DRR).
	13.3 DRR must provide fully divergent beam's eye view (BEV) 512x512 images.
	13.4 The DRR and BEV/Room-eye view image should display the machine diagram to allow real-time checking of machine and patient geometry.
	13.5 The system should be possible to support and define the asymmetric features in the Simulation software.
	13.6 The system should be possible to support and define the multileaf collimator placement of 40 or more pairs of MLC leaves in the simulation software.
	13.7 A client server based advanced visualization solution with Three CT simulation workstations must be provided in addition to the CT workstation.
	13.8 System should incorporate CT, MRI, PET and SPECT into localization, image fusion and registration
<b>14</b>	<b>Contouring</b>
	14.1 Volume definition should be possible using volume segmentation using threshold, free hand contour tracing, contour editing, 3D anisotropic margins etc and any other advanced tools
	14.2 System must be able to contour in axial, sagittal, coronal and oblique projections.
	14.3 It should be possible to do manual, semi-automated, fully-automated contouring in the images by defining volume of interest.
	14.4 The software should have facility for automated uniform/non-uniform margins. For example it should be possible to expand the clinical target volume (CTV) on all three dimensions by same magnitude or by different magnitude to define the planning target volume (PTV).

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

<b>Sl. No.</b>	<b>Technical Specification of '4D CT – Simulator'.</b>
	17.8 Differential tissue weighting in DRR calculation should be possible.
	17.9 Facility to display BEV on MPR with fields and blocks displayed divergently.
	17.10 Any other advanced features available should be specified.
<b>18</b>	<b>Data Import/Export and Connectivity</b>
	18.1 System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific data and private objects, DICOM RT plans and data sets.
	18.2 System should be able to import DICOM RT data to the linear accelerator of any vendor.
	18.3 CT simulator system should be fully integrated with the existing TPS. The vendor should inspect and will be responsible for complete integration.
	18.4 Specify clearly the DICOM-RT import and export licenses that are being offered.
	18.5 The entire CT-Simulation system must be interconnected (all the workstations, laser systems, printers, etc) must be integrated to treatment machines available in the department for smooth transferring of images and DICOM-RT structures.
<b>19</b>	<b>Archiving and Documentation</b>
	19.1 Should be on a Color dye sublimation printer to be supplied along with system. DICOM print should be possible.
	19.2 Adobe PostScript Printing should be possible.
	19.3 Archiving should be on a CD in DICOM format.
	19.4 User / Technical / Maintenance manuals to be supplied in English.
	19.5 Certificate of calibration and inspection
	19.6 List of Equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service / technical manual.
	19.7 List of important spare parts and accessories with their part number and costing.
	19.8 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.
<b>20</b>	<b>Equipment Warranty and Service Facilities</b>
	20.1 Five years warranty to be commenced from first patient treated as per AERB norms.
	20.2 CMC year-wise for quoted machine, UPS, Battery and other accessories for next 5 years after warranty period.
	20.3 95% uptime warranty/guarantee during warranty and CMC period.
	20.4 Spare parts should be available for minimum of 10 years.
	20.5 During the warranty period, all the software updates should be provided without asking for free of charge.
	20.6 Factory trained service engineer/Applications specialists should be available in Delhi to look after the installation and maintenance of the system without patient treatment interruption.
<b>21</b>	<b>Standards, Safety and Training</b>
	21.1 Equipment standard and safety should comply with the national regulatory AERB guidelines and offered model should have AERB type approval and NOC.
	21.2 Should be USA-FDA and/or European CE certified product.

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	21.3 The vendor should provide comprehensive training on CT-Simulator <b>in a well advanced center where the system is in clinical use</b> , for two persons (one for Radiation Oncologist, one for Medical Physicist).The training period should be at least for One week.
	21.4 On-site Application training should be provided for minimum two weeks for all staff members in the department.
<b>22</b>	<b>General Terms &amp; Condition</b>
	22.1 Any optional items to be quoted separately with separate prices in price bid.
	22.2 The vendor shall list the number of their CT-Simulator installation/user in India.
	22.3 All claims regarding meeting the specification should be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer.
	22.4 Penalty clause: Penalty at the rate of Rs. 10, 000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with.
	<b>Scope of Work for Site Modification:</b>
	<b>General Requirements</b>
	1. The Supplier should inspect the proposed site offered by the Consignee, wherein the CT SIMULATOR has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring for the proper functioning of the CT SIMULATOR. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. (The site plan is attached herewith as Annexure I).
	2. The cost of the site modification work should be quoted separately and this cost will be considered for L1 calculation.
	3. Vendor will have to quote Unit Rates of the following components of Site Modification work.
	i. Electrical work
	ii. Air conditioning (HVAC)
	iii. Flooring
	iv. Wall Finishing & Painting
	v. False Ceiling
	4. The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.
	5. Bidder should clearly mention break up price of each component of Site Modification work separately.
	6. The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
	7. Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 10 TR HVAC is included for L1 calculation of the bids.
	8. The CT SIMULATOR CENTRE shall consist of the following rooms:
	a CT SIMULATOR examination Room

<b>Sl. No.</b>	<b>Technical Specification of '4D CT – Simulator'.</b>
	b Console room
	c. UPS room
	9. The supplier shall be required to specify the total load requirements for the CT SIMULATOR centre including the load of air conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT SIMULATOR centre. The mains panel and distribution panel for CT SIMULATOR, HVAC, and LIGHTING should be provided by the supplier. Few lights in CT SIMULATOR, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
	10. The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.
	<b>THE ELECTRICAL WORKS:</b>
	1. Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
	2. All necessary cabling like LAN, DICOM & PACS for data interface between TPS and CT SIMULATOR; CT-SIMULATOR & HRD BRACHY system, CT-SIMULATOR & LINAC should be provided with adequate number of terminals.
	3. All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
	4. Earthing: Double-Earthing shall be provided with copper plate for the CT SIMULATOR and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.
	5. Switches light and power points should be of modular type and of standard make as listed below.
	6. General lights – Ceiling mounted LED lighting panels, recessed 600 x 600 mm type should be provided. Light dimming facility should be provided wherever it is necessary.
	7. All wires used must be FRLS (Fire Retardant with low smoke) type only.
	<b>AIR CONDITIONING WORKS: (16 TR HVAC: 10 TR + 6 TR backup)</b>
	1. The area marked for Site Modification work needs to be air-conditioned. <b>Package Air Conditioners / Split Air Conditioners</b> may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
	2. The outdoor units of AC should have grill coverings to prevent theft and damage.
	3. Stand-alone Room Dehumidifiers of adequate capacity for CT SIMULATOR Room, Console Room and TPS Room to be provided to ensure condensation-free atmosphere for the high value equipment.
	<b>Environment specifications:</b>
	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
	4. Temperature ranges: 22 ± 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.

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	5. Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
	<b>FLOORING WORKS:</b>
	1. "600x600 mm vitrified tiles with 100 mm matching tile skirting in CT SIMULATOR Room & Console Room.
	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600 mm (thickness to be specified by the manufacturer)Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%)flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."
	2. Floor leveling if required to be done by supplier. All installation related floor modification non structural) like Turntable pit, trench etc to be done by supplier.
	3. 50 mm thick cement concrete flooring with 3 mm Vinyl flooring in UPS Room / CT Equipment Room
	4. The CT SIMULATOR room, Console Room will be made rodent /pest proof.
	5. Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.
	<b>WALL FINISHING &amp; PAINTING</b>
	1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.
	2. Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute.
	Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over
	3. Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.
	<b>FALSE CEILING</b>
	1. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.
	<b>MISCELLANEOUS:</b>
	1. The CT SIMULATOR room shall be provided with wall-mounted storage cupboards within CT SIMULATOR room; to store: Phantoms, QA Items, CT

<b>Sl. No.</b>	<b>Technical Specification of '4D CT – Simulator'.</b>
	SIMULATOR accessories.
	2. Sufficient number of Open Racks of high Quality vendors should be provided to house the immobilization materials; within CT SIMULATOR room
	3. The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx 1800mm length; 750 mm height; 300 mm depth).
	4. Suitable Online UPS with 30 minutes backup to be supplied.
	5. Lead Glass: 200 x 150 cm or more with Lead equivalent to meet safety requirements of AERB to be supplied.
	<b>Fire detection system – Comprising of of fire panel, smoke / heat detectors.</b>
	<b>Site layout may be collected from NCI Project office Room no. 161, first floor, DBRAIRCH building, AIIMS CAMPUS.</b>
	<b>FURNITURE:</b>
	1. Revolving chairs height adjustable, medium-back with hand-rest for Console room, TPS room - 12 Nos.
	2. "Workstation/Tables for Console room & TPS room:
	The Console room and TPS room should be provided with suitable workstations(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the CT SIMULATOR and TPS."
	3. Bookshelves: Four-door bookcase with glass doors, height approx 1700mm; to store manuals; CD/DVDs, spares etc-4 Nos.
	4. Shoes Rack - 2 Nos.
	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>
	A ELECTRICAL
	1. CABLES - Gloster, Universal, Polycab
	2. WIRES - Finolex, Havells, V-Guard, RR Kabel, Gloster, Anchor
	3. SWITCHES - Legrand, L&T, Crabtree , Roma, MK, Crabtree
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	5. LIGHT FITTINGS - Philips / Crompton / Kesselec-Schreder / Wipro.
	B AIR CONDITIONING -Daikin, Hitachi, Blue Star, Voltas
	C FURNITURE -Hermen Miller, Godrej, Featherlite, Wipro
	D FALSE CEILING - Armstrong, Saint Gobain, Luxalon.

**B. GENERAL POINTS:****1. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

**2. After Sales Service:**

After sales service centre should be available at the city of Institution 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 Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

**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 User Department.

**4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:**

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.
- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.



- g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

**5. Uptime & Downtime Penalty Clause:**

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

**6. Turnkey Work:**

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

## SECTION - VIII

### QUALIFICATION CRITERIA

**a. APPLICABLE FOR ITEM AT SL. NO. 1 (i.e. Integrated Track-Based Automation Enabled Core Clinical Laboratory) OF THIS BIDDING DOCUMENT.**

1. The bidders 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 bidding document to quote and enter into a contractual obligation.
2. The Manufacturer **and/or Bidder** should have supplied and installed in last **Seven** years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma 'A'.

The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed alongwith the bid.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

**b. APPLICABLE FOR ITEM AT SL. NO. 2 (i.e. Integration and Data Management System for Modular OT with OT Light) OF THIS BIDDING DOCUMENT**

1. **Status:** The Bidder should be a Manufacturer or its authorized Agent.

2. **Minimum Work of Similar Nature:**

Eligible bidder(s) should have in the past 7 (seven) years prior to closing of bid submission, successfully executed similar orders meeting major parameters of technical specification at Govt. hospitals/institutes of national importance or at any other reputed hospitals/institutes globally as stated below:

a. One single order on Supply, Installation, Testing & Commissioning (SITC) basis for a minimum value of 80% of the estimated cost.

*or*

b. Two single orders on SITC basis for minimum value of 50% of the estimated cost.

*or*

c. Three single orders on SITC basis for minimum value of 40% of the estimated cost.

Note: 1. The copies of order(s) along with the completion certificate(s) indicating that the specified order(s) have been completed, are to be submitted with technical bid. The value of such executed order(s) shall be brought to the current costing level by enhancing the actual value of order(s) at simple rate of 7% per annum, computed from the date of completion of such execution to the last date of receipt of tenders. Executed order value shall be limited to the upfront charges paid (DDP price) for items in the ordered BOQ (on Supply, Installation, Testing & Commissioning basis) inclusive of warranty. CAMC & any other recurring costs will not be taken into consideration.

2. In case the bidder is a 100% owned Indian Subsidiary of an International firm, the Turnover/Global experience of the parent international firm shall also be considered.

3. **Financial Status:** Eligible Bidders should not have incurred any loss in more than 2 years during the last five years ending 30<sup>th</sup> June 2016 or 30<sup>th</sup> September 2016 or 30<sup>th</sup> December 2016 or 31<sup>st</sup> March 2017. Audited Profit & Loss account and Balance Sheet (duly self certified) for the immediate last five consecutive financial years should be submitted along with the bid.

**NB:**

**Estimated Cost of items for meeting the Criteria at point 2 above**

Rfx/ Event number	Short Description of goods	Quantity	Total Estimated Cost (Rs. in cr.)
3000002481	Integration and Data Management System for Modular OT with OT Light	8	8.00

**c. APPLICABLE FOR ITEM AT SL. NO. 3 and 4 (i.e. HDR Brachytherapy System and 4D CT – Simulator) OF THIS BIDDING DOCUMENT**

1. The bidders 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 bidding document to quote and enter into a contractual obligation.
2. The Manufacturer should have supplied and installed in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma ‘A’.

The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed alongwith the bid.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

**PROFORMA 'A'****PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five/seven years)

TE No. : \_\_\_\_\_

Date of Bid Opening : \_\_\_\_\_

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

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

Order placed by (full address)	Order no. and date ##	Description (Model no.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further 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 Bid Security.

Name \_\_\_\_\_

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

\*\* The documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date

## The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

**SECTION – IX**

**BID FORM**

To  
CEO  
HLL Infra Tech Services Limited  
B-14A, Sector-62  
Noida – 201 307

Ref. Your TE No. \_\_\_\_\_ due for opening on \_\_\_\_\_

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

“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 bid security.”

Name \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

**SECTION - X**  
**PRICE SCHEDULE**

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

1	2	3	4	5					6
Item Sr. No./ RFx no.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)					Total Price (at Consignee Site) basis (Rs.)  4 x 5(e)
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf including packing charges  (a)	GST (if any) Value (%age]  (b)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (c)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (d)	Unit Price (at Consignee Site) basis  (e) =a+b+c+d	

Total Bid price in Rupees: \_\_\_\_\_ (in figures)  
\_\_\_\_\_ (in words)

Note: -

1. If there is a discrepancy in prices the same will be evaluated as per clause 29 of GIB.
2. The charges for Annual CAMC after warranty shall be quoted separately as per Section-X – Price Schedule C

Name \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

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

1	2	3	4	5						6	
				Price per unit (Currency)							Total price on CIP Named Port of Destination + Insurance (local transportation and storage)
Item Sr. No./ RFX no.	Brief Description of Goods	Country of Origin	Qty (Nos.)	FOB price at port of Lading /FCA price at airport (a)	Indian Agency Commission (% of FOB)**	Net FOB	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	4X 5 (e)

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

Total Bid price in \_\_\_\_\_ (currency to be mentioned) \_\_\_\_\_ (in figures)  
\_\_\_\_\_ (in words)

**Note: -**

1. If there is a discrepancy in prices the same will be evaluated as per clause 29 of GIB.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – X – Price Schedule C
3. The Bidder 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. Actual Custom duty applicable on the date of bid opening and 2% C& F charges will be added to the CIP price to arrive at free delivery at consignee site for evaluation purpose.

Indian Agent (Name and Address) : \_\_\_\_\_

**Indian Agency Commission - \_\_\_% of FOB**

Name \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_



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

1	2	3	4					5	6	7
Item Sr. No./ RFx no.	BRIEF DESCRIPTION OF GOODS	QTY (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)	GST (if any) Value (%age]	Total Annual Comprehensive Maintenance Contract Cost (inclusive of GST) for 05 years  3 x (5+6)
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>			
			a	b	c	d	e			

\* After completion of Warranty period

Total CAMC price in Rupees: \_\_\_\_\_ (in figures)

\_\_\_\_\_ (in words)

**NOTE:-**

1. If there is a discrepancy in prices the same will be evaluated as per clause 29 of GIB.
2. The cost of Comprehensive Annual Maintenance Contract (CAMC) 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 or the period as mentioned in the bidding document on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
4. Cost of CAMC will be added for Ranking/Evaluation purpose based on NPB as stipulated in the bidding document.
5. The payment of CAMC will be made as stipulated in GCC.
6. The uptime warranty will be 95 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the Bidding document. The stipulations in Technical Specification will supersede above provisions.
7. All software updates should be provided free of cost during CAMC period.
8. The supplier shall keep sufficient stock of spares required during Comprehensive Annual Maintenance Contract (CAMC) 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 Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

**D) PRICE SCHEDULE FOR TURNKEY WORK**

Schedule No.	TURNKEY WORK	Turnkey Work price (in Rs.)	GST (if any) Value [%age]	Turnkey Work price (in Rs.) (including GST)

Total turnkey work price in Rupees: \_\_\_\_\_ (in figures)

\_\_\_\_\_ (in words)

**Note: -**

1. The cost of Turnkey Work (Civil/Electrical/Mechanical Engineering work) as per Technical Specification (Section VII) may be quoted on lump sum along with GST applicable on the date of Bid Opening.
2. Cost of Turnkey Work will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey Work will be made as per GCC.

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

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

Name \_\_\_\_\_

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

Signature of Bidder \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**SECTION - XI****CHECK LIST**

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. of the Bids submitted</b>	<b>Remarks</b>
1. a.	Have you enclosed Bid Security of required amount for the quoted schedules?			
b.	In case Bid Security is furnished in the form of Bank Guarantee, has it been furnished as per standard format of the bidding document?			
c.	In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of Techno Commercial Bid?			
2.a.	Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME.			
b.	If yes, have you enclosed certificate of registration issued by department of MSME.			
c.	Does such certificate clearly mention the quoted item?			
3. a.	Have you enclosed duly filled bid form as per bidding document?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
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 given in the bidding document?			
b.	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c.	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
6.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7.a.	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
b.	If the ATE calls for buy back, have you quoted buy back prices along with applicable GST?			
8.	Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
9. a.	In case of Indian Bidder, have you furnished GST No.?			
b.	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			

N.B.

- All pages of the Bid should be page numbered and indexed.
- The Bidder may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_

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

Seal of the Bidder \_\_\_\_\_

**SECTION - XII**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (Name and address of the Bidder)  
(Hereinafter called the "Bidders")  
Has submitted its Bid dated \_\_\_\_\_ for the supply of \_\_\_\_\_  
(Hereinafter called the "Bid")  
Against the purchaser's ATE No. \_\_\_\_\_

Know all persons by these presents that we \_\_\_\_\_ having  
our registered office at \_\_\_\_\_  
(Hereinafter called the "Bank")  
Are bound unto HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)  
(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 Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - a. if the bidder fails or refuses to furnish the performance security for the due performance of the contract or
  - b. if the bidder fails or refuses to accept/execute the contract or
  - c. if it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or 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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto \_\_\_\_\_ (insert date of additional forty-five days after Bid validity) and any demand in respect thereof should reach the Bank not later than the above date.

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

**SECTION – XIII**

**MANUFACTURER’S AUTHORISATION FORM**

The CEO  
HLL Infra Tech Services Limited  
B-14A Sector-62  
Noida, Uttar Pradesh-201307

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 bid*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a bid, 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 bid 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 bid, 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, CAMC 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 authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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 – XIV**

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

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (*insert description of goods and services*) (Hereinafter 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 recognized 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 \_\_\_\_\_ (*insert 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 will remain in force upto \_\_\_\_\_ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) 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 – XV****CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS****ALL INDIA INSTITUTE OF MEDICAL SCIENCES***(Insert Name of concerned Centre/Hospital/Department/Section)***ANSARI NAGAR, NEW DELHI-110 029**

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

To \_\_\_\_\_

*(insert name of Supplier with address)***This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Bidding Documents: \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding 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) Bid Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its Bid;
  - (viii) Manufacturers' Authorisation Form (if applicable);
  - (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 Bidders" of the Bidding 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 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 required: \_\_\_\_\_
- (v) Destination and despatch instructions: \_\_\_\_\_
- (vi) Consignee: \_\_\_\_\_

6. Warranty clause:

7. Payment terms:

\_\_\_\_\_  
(Signature, name and designation of the Purchaser authorised official)  
For and on behalf of Director, AIIMS

---

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 \_\_\_\_\_  
(Insert Name and address of the supplier)

(Seal of the Supplier)

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

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

**CONTRACT FORM – B****CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_

Between

Director, AIIMS

And

*(insert Name & Address of the Supplier)*

Reference: Contract/ Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ for supply, installation & commissioning, Training and CAMC of goods & services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Items Sr. No./ RFx no.	Brief descriptio n of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (__ %)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e)$ + (5)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>		
			a	b	c	d	e		

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

- b) The CAMC 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 CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC 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 3 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 CAMC period.

- g) The Bank Guarantee valid till \_\_\_\_\_ [(fill the date) 3 months after expiry of entire CAMC 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 XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

\_\_\_\_\_  
(Signature, name and designation of the Store Officer/ASO of the Purchaser)

\_\_\_\_\_  
(Signature, name and designation of the F&CAO of the Purchaser)  
For and on behalf of Director, AIIMS

(Seal of the Purchaser)  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_  
(Insert Name and address of the supplier)

(Seal of the Supplier)  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

*Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 100).*

**SECTION – XVI**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee’s authorized representative)

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

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

**SECTION – XVII**

**CONSIGNEE ACCEPTANCE CERTIFICATE**

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date:\_\_\_\_\_
- 2) Supplier's Name:\_\_\_\_\_
- 3) Consignee's Name & Address: \_\_\_\_\_
- 4) Name of the item Supplied :\_\_\_\_\_
- 5) Quantity Supplied :\_\_\_\_\_
- 6) Date of Receipt by the Consignee :\_\_\_\_\_
- 7) Date of Installation/Commissioning and Acceptance of Equipment: \_\_\_\_\_
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

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

- i)
- ii)
- iii)
- iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is\_\_\_\_\_ (here indicate the amount).
- 10) Signature of Authorized Representative of Consignee with date:\_\_\_\_\_
- 11) Name and designation of Authorized Representative of Consignee:\_\_\_\_\_
- 12) Seal of the Consignee:\_\_\_\_\_