

GLOBAL TENDER ENQUIRY DOCUMENT

FOR PROCUREMENT OF HIGH ENERGY LINEAR ACCELERATOR
FOR RADIOLOGY DEPARTMENT FOR VARIOUS GOVERNMENT MEDICAL
COLLEGES IN MADHYA PRADESH

HITES/PCD/MP/HELA/RT/23-24 dated 15-09-2023

Through



(A Govt. of India Enterprise)
B-14 A, Sector-62, Noida-201 307
Phone: 0120-4071500; Fax: 0120-4071513
URL: www.hllhites.com
Email: pcd@hllhites.com

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SECTION I
NOTICE INVITING e-TENDER (e-NIT)

Tender Enquiry No.: HITES/PCD/MP/HELA/RT/23-24 dated 15-09-2023

- 1) Procurement & Consultancy Services Division of HLL Infra Tech Services Limited (HITES), for and on behalf of Director Medical Education, Bhopal, Madhya Pradesh to be supplied to various government medical colleges in MP.

Sch. No.	Tender ID	Equipment	Qty.	Tender Processing Fee (₹)	EMD (₹)
1	2023_HITE_168131_1	High Energy Linear Accelerator	2	8,850	1,00,00,000

Note:

1. Processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)
2. This tender is not reserved for Make in India bidders as the item has been exempted vide Ministry of Finance OM vide Ref. F.4/1/2023-PPD dtd 03.04.2023.

- 2) Tender timeline:

Sl.	Description	Schedule
1.	Last date for receipt of Pre-bid queries	25-09-2023, 05:00 PM
2.	Pre-bid meeting date, time	26-09-2023, 03:00 PM
<p>For the pre-bid meeting scheduled to be held on 26th September 2023, 1500 Hrs (IST), find below mentioned meeting link for joining of pre-bid meeting.</p> <p>Meeting Link: https://meet.google.com/jzu-mfxa-zhx?hs=224</p> <p>Note: Kindly request all participants connecting through Google meet, please ensure your mic is set to OFF position at all times and turn ON when required. This will ensure unwanted Audio or background Noise can be avoided.</p>		
3.	Pre -bid Meeting Venue	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida- 201307
4.	Closing date & time for submission of online bids	12-10-2023, 01:00 PM
5.	Closing date & time for submission of tender processing fee and EMD in physical form*	12-10-2023, 02:00 PM
6.	Time and date of opening of online bids	13-10-2023, 02:30 PM
7.	Venue for opening of online bids and Submission of tender processing fee and EMD	Same as 2 (3)

* Bidders have to submit Original Bank Instruments for processing fee and EMD or proof of EMD exemption as per GIT clause 19.2 (if applicable) within the above mentioned date and time.

SPECIFIC Instructions for e-Tender Participation:-

3. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.hllhites.com or www.eprocure.gov.in/cppp for complete details
4. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
5. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
6. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
7. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
8. The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
9. Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.eprocure.gov.in/cppp .
10. 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.**
11. All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
12. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/representations will be entertained after pre-bid meeting
13. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
14. Bidders shall ensure that their bids complete in all respects, are submitted online through CPPP e-portal (<https://etenders.gov.in/eprocure/app>) ONLY. No DEVIATION is acceptable.
15. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.
16. In case if EMD validity period falls short with respect to tender requirement, the bidder can amend and re-submit the hardcopy of EMD within 2 weeks period from the date of opening of techno-commercial bid.

IMPORTANT NOTE:-

Tender Processing Fee and EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

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

**CEO
HLL Infra Tech Services Limited**

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

1. Definitions and Abbreviations

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

1.2 Definitions:

- (i) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/ Quotation/ e-Tenders.
- (iv) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "CD" means Custom Duty
- (xvii) "RR" means Railway Receipt
- (xviii) "BL" means Bill of Lading
- (xix) "FOB" means Free on Board
- (xx) "FCA" means Free Carrier
- (xxi) "FOR" means Free On Rail
- (xxii) "CIF" means Cost, Insurance and Freight
- (xxiii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxiv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvi) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
- (xxvii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
- (xxviii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) "RT" means Re-Tender.
- (xxx) "GST" means Goods and Services Tax
- (xxxi) GMSD means Government Medical Store Depot

2. Introduction

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

3. Availability of Funds

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

4. Language of Tender

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Consignee List
- Appendix A – DIPP - Public Procurement (Preference to Make in India), Order 2017

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

9. Amendments to TE documents

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

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

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

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents comprising the e-Tender

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

- (i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be submitted. Bidders have to ensure that the documents uploaded in pdf format are legible.
- (ii) Price Bid has to be submitted as per BOQ format filled up with all the details including Make, Model etc. of the goods offered.

Note:

- (i) The Tender Processing Fee and EMD have to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *CPMP Portal* for uploading the Techno-Commercial Bid.

A) Details of Technical Tender (Un priced Tender)

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

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one/ Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.

- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE/ BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix) Copies of original product catalogues/ data sheet must be enclosed of all quoted items.
- xx) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- xxi) The bidder/Manufacturer should submit details of registered office/ registered service centre along with the contact details across India in the following regions i.e. East, West, North & South.
- xxii) Documentary evidence for class-I bidder as per Public Procurement (preference to Make-in - India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.

B) Price Tender:

Price Schedule(s) as per BOQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Price bid format is provided under Section XI along with this Tender Enquiry Document. Bidders are advised to download this Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be liable to be rejected.

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
 - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
 - (iii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender Currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.
- 12.4 A Tenderer quoting imported items in INR will have to submit necessary documents like:
Declaration confirming that the quoted items would be imported for the intended project (Tender reference number is to be quoted) only.

Bidder must submit Bill of Entry in the name of the project at the time of pre-dispatch inspection and with initial bill claimed documents. The documents should clearly state the name of the intended Project (Tender reference and/or Project Name) along with the quantities.

13. Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
 - Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;

- b) Price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
 - c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- 13.5.2 Local Duties & Taxes, if any applicable:
 Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.
 However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
- 13.5.3 Customs Duty:
 The Purchaser will pay the Customs duty wherever applicable upon submission of documentary evidence.
- 13.5.4 Goods and Services Tax (GST):
- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
 - b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
 - c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

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

14. Indian Agent

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

15. Firm Price

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

16. Alternative Tenders

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

17. Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

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

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
 - a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
 - b. **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Banker's cheque and
 - iv) Bank Guarantee
 - v) Insurance Surety Bond

- 19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HLL Infra Tech Services Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. **As validity period of Tender as per Clause 20 of GIT is 730 days, the EMD shall be valid for 775 days from Techno – Commercial Tender opening date.**
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:
- Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.
- Bank Details: ICICI BANK, SECTOR -62
- IFSC Code: ICIC0001580
- Account Number: 158005003923

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **730 days (Seven hundred and Thirty days) after the date of tender opening** prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of e-Tenders

22.1 The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:

- a) Scanned copies of tender processing fee and EMD
- b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- c) Tender Form as per Section X
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- f) Copy of PAN and GST.
- g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till March 2021, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.

- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
 - e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.
- 22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender:

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT.
- In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.
- The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 This being a Two - Tender system, the Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
 - (ii) Required EMD (Amount, validity etc.) or its exemption documents have not been provided.
 - (iii) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (iv) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (v) Poor/ unsatisfactory past performance.
 - (vi) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
 - (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
 - (x) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
 - (xi) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.***

28. Minor Informality/Irregularity/Non-Conformity

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

29. Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in

placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 Not applicable being e-Tender.

31. Qualification Criteria

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

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

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

(Ref: [Ministry of Finance Office Memorandum No. F.20/2/2014-PPD\(Pt.\) dated 25th July 2016.](#))

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **"Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum."**

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

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

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
- Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.**
- 35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 29.05.2019. The purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.
- 36. Tenderer's capability to perform the contract**
- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

41. Notification of Award

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

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

42. Issue of Contract

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

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

- 43.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	-
B	8 to 10	TE documents	No Change	-
C	11 to 21	Preparation of Tenders	No Change	-
D	22 to 24	Submission of Tenders	Change	below
E	25	Tender Opening	No Change	-
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	-
G	38 to 46	Award of Contract	No Change	-

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

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

AWARD OF CONTRACT

- (i) The quantities in this tender (including additional quantities against the clause "Variation of Quantities at the Time of Award/ Currency of Contract") can be used by any projects of HLL Infra Tech Services.

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

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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The

validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. contract number and date
 - b. brief description of goods including quantity
 - c. packing list reference number
 - d. country of origin of goods
 - e. consignee's name and full address and
 - f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

- i) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier or its Indian Subsidiary/Indian agent from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

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

12. Spare parts

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

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

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

- a. Installation & commissioning, Supervision and Demonstration of the goods
- b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- d. Supplying required number of operation & maintenance manual for the goods

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

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

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

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

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

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

B) For goods imported from abroad

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge
- (x) Expected date of arrival.
- (xi) MD-15 import license permission from Central Drugs Standard Control Organization (CDSCO) / necessary clarification to the manufacturer of the product by CDSCO and NOC to HITES;
- (xii) EPR e-waste NOC from Central Pollution Control Board (CPCB) of India.

15. Warranty:

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

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

- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
 - 1) Any kind of motor.
 - 2) Plastic & Glass Parts against any manufacturing defects.
 - 3) All kind of sensors.
 - 4) All kind of coils, probes and transducers.
 - 5) Printers and imagers including laser and thermal printers with all parts.
 - 6) UPS including the replacement of batteries.
 - 7) Air-conditioners
 - 8) Replacement and repair will be under taken for the defective goods.
 - 9) All kinds of painting, civil, HVAC, mechanical and electrical work
 - 10) Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of Contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier

- d) Mode of dispatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

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

21. Terms and mode of payment

21.1 Payment Terms

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

TERMS AND MODE OF PAYMENT

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

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

a) On delivery:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

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

b) On Acceptance:

Balance Twenty Five percent (25%) payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

B) Payment For Imported Goods:

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

a) On Shipment:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.

b) On Acceptance:

Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

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

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.

C) Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/ manufacturer's agent opt its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly

certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

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

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

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,

(ii) Forfeiture of its performance security and

(iii) Termination of the contract for default.

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

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

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

22.6.1 Passing of Property:

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

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

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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. ***Since the Liquidated***

damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

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

24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

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

27. Termination for convenience

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate 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/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by CEO (HITES). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)
- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.

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

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

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

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

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

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

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

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

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

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

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sl. No.	Tender ID	Name of the Item	Qty.	Warranty Period	CMC Period
1	2023_HITE_168131_1	High Energy Linear Accelerator	2	5 years	5 years

Part II: Required Delivery Schedule:

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

Supply, Installation and commissioning to be completed within 180 days from the date of opening of LC or 120 days from date of site readiness/ AERB approval for import, whichever is later.

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

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

Note:

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

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

Part III: Scope of Incidental Services:

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

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

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

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

Part VI:

Required Terms of Delivery and Destination:

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

The 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 or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details:

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

SECTION – VII
TECHNICAL SPECIFICATIONS

SN	Technical Specification
A	Equipment Specification and standards
1	The concessionaire should provide all radiation therapy equipment including software supporting the clinical application, safety and accuracy of treatment planning and delivery.
2	The concessionaire should be responsible for provision all equipment used in Radiotherapy Services delivery (including medical equipment, radiation safety devices and quality assurance devices); imaging & treatment planning and immobilization & patient positioning system.
3	The concessionaire shall ensure supply of accessories/hardware/ software/consumables/single use devices
4	Radiation safety measures, mechanical tests and dosimetry tests will be applicable as per AERB guidelines and should be within limits as defined by AERB
5	The concessionaire shall make sure that installation of equipment—or modification to existing equipment—is performed only by suitably trained staff.
6	The provider shall ensure preventative maintenance program for radiation therapy equipment that ensures safety, reliability, reproducibility and accuracy.
7	The concessionaire shall deploy quality assurance (QA) program to assess the ongoing performance of all radiation therapy equipment used in treatment planning and delivery
B	EQUIPMENT
1	Linear Accelerator (with 2D, 3D-CRT, IMRT, VMAT/Rapid Arc, IGRT, SRS, SBRT capabilities)
2	Energy Specifications
3	Photons:(i) 6,10 and 15 MV with FF mode and (ii) 6MV and 10MV with FFF mode
4	Electrons: Atleast 5 energies between 6 - 20 MeV
5	Electron energies available for TSET/ HDTSe mode. Specify in detail
6	RF power source : Klystron / Magnetron
7	Waveguide Type: Standing / Travelling wave
8	Target Type & Materials: Specify Detail
9	Flattening Filter: Specify the flattening filter materials in details
10	Electron Gun : Sealed / Unsealed (mention max replacement warranty period) also mention type of gun
11	Bending Magnet: Mention Characteristics
12	Focal Spot: beam focal spot should be less than 3 mm.
13	Treatment Modes:
14	Normal - TSD / TAD
15	Rotation: CW/CCW
16	ARC: CW/CCW
17	Dose Rate: MU/degree
	Photons / X-ray Beam Parameters:
18	Dose Rate Specifications (Sustainable high Dose rate will be preferred)
19	Photons: (i) Conventional (FF) mode-Range from 100 to 600 MU/min or more for field size 10 cm X 10 cm at depth of the dose maximum for TSD 100cm. (ii) High Dose Rate in FFF mode- Minimum of 1000 or more MU/min for 6MV and 2000MU/min or more for 10 MV.

SN	Technical Specification
20	Dose rate in Arc mode: It shall have continuously variable dose rate. Specify the range in terms of MU/deg
21	Field Size (for Photons):
22	Unclipped- min. 0.5 cm x 0.5 cm to max. 35 cm x35 cm or more, at 100 cm TSD. Max clipped field size should equal or exceed 40 cm x 40 cm at 100cm TSD
23	Beam Quality
24	Specify the beam penetrative quality parameters for all offered photon beam energies with FF: (i) depth of maximum dose (dmax) (ii) percent depth dose at 10cm depth (D10) or (iii) quality index, TPR 20,10
25	Specify the beam penetrative quality parameters for all offered photon beam energies with FFF : (i) depth of maximum dose (dmax) (ii) percent depth dose at 10cm depth (D10) (iii) field intensity at 10cm depth (measurement at three points from the central axis for 10X10 cm ² and 30x30 cm ² or above).
26	Photon Beam Specifications (As per AERB guidelines)
27	Flatness - shall be within $\pm 3\%$.
28	Symmetry - shall be within $\pm 2\%$. Please specify the same for both FF and FFF beams.
29	Penumbra: ≤ 10 mm for 10 cm x 10 cm field at 10cm depth and SSD 100 cm
	Electron Beam Parameters:
30	Dose Rate Specifications (Sustainable high Dose rate will be preferred)
31	Minimum 600 MU/min at isocenter or higher for each electron energy
32	Maximum of the range not less than 2500 MU/min for High dose 6 MeV (Total Skin Therapy Electron Energy)
33	Electron Applicator:Minimum five(5) applicators from in range from 5cm x 5cm to 25cm x 25cm and 5cm dia.
34	Ability to detect irregular field shapes: Recommended; A method to obtain irregular field shapes shall be provided (also refer point no. 265)
35	Electron Beam Quality: Specify the electron beam quality specification parameter such as R50 depth of ionization for all offered electron beam
36	Electron Beam Specifications (As per AERB guidelines)
37	Flatness: shall not exceed 5%
38	Beam Symmetry: shall not exceed + 2% at gantry angles of 0, 90, 180 and 270 degrees.
39	X-ray Contamination: The x-ray contamination of the electron beam shall be less than 5% of the maximum dose for all electron energies specified above.
40	Radiation safety/leakage measures will be applicable as per AERB guidelines
41	Total Skin Electron Therapy: A high dose rate electron mode for total skin electron therapy must be provided for the 6 MeV electron beam."
	Dose Monitoring System:
42	Built-in chambers. Independent system of Two or more separate internal ionization chambers with built-in digital electrometer
43	Precision : $\pm 1\%$ or 1 MU
44	Linearity : $\pm 1\%$ or 1 MU
45	Reproducibility $\pm 1\%$ or 1 MU
46	Isocenter: The mechanical and radiation isocentre of the equipment should be less than 1 mm along the x,y and z directions (Winston-Lutz Test).

SN	Technical Specification
	Gantry:
47	Rotation : $\geq 360^\circ$ continuously in clockwise/anti-clockwise direction
48	Digital and/or Mechanical Read Out; Digital readout is must (Accuracy digital readout 0.5° and Mechanical 1°). Mechanical read out alongwith digital will be preferred.
49	Control: Control-console and hand pendants
50	Target-Axis Distance: 100 ± 0.2 cm
51	Optical Distance Indicator (ODI) Range: 75 cm to 150 cm
52	ODI Accuracy: ± 0.1 cm
53	Rotation iso-center: ± 1 mm
54	Isocenter height: Less than or equal to 130 cms from finished floor.
	Treatment Head:
55	Distance between isocenter and lower collimator shall be ≥ 42 cms.
56	Distance between bottom of blocking tray and isocenter shall be > 30 cms
57	A complete set of pre shaped beam blocks shall be provided.
	Collimator
58	Rotation: $\pm 95^\circ$ about mid position
59	Control: Hand pendent and control- console
60	Read out Digital and Mechanical Accuracy : $\pm 0.5^\circ$
61	Rotation iso-center: ± 1 mm
62	Dynamic / Motorised / Virtual Wedge
63	Front and back pointer: Mechanical and Laser
64	Asymmetry: Independent and asymmetrical. X and Y both asymmetrical. Travel range and over travel range. Specify the jaw positional accuracy, jaw speed and travel range.
65	Light / Radiation Field coincidence: ≤ 2 mm
	Wedge System
66	System shall be equipped with dynamic/motorised/virtual wedges providing wedge angles up to 60° .
67	Interlocks shall be provided so that the operator has to positively confirm that the correct wedge has been selected.
68	Specify the maximum possible wedged field size.
	Multi-Leaf Collimator
69	An integrated multi-leaf collimator (MLC) leaves shall be at least 60 pairs or more to provide maximum field size of 40 cm x40 cm (independent drives for each leaf)
70	The MLC leaf width resolution of not more than 5 mm at the isocentre for central field size of 20x40 cm ² and 10mm for remaining outer area shall be possible.
71	Specify all other physical characteristic parameters of the offered MLC*
72	The MLC interleaf leakage shall be less than 4% and the leaf position accuracy less than or equal to 1 mm at the isocentre plane.
73	Dynamic Conformal therapy procedures: Enabled
74	Dose delivery system dynamic
75	The vendor shall provide compatible interface between MLC and the network system of routine plan delivery system.
76	Auto Field Sequencing (AFS): should be available

SN	Technical Specification
	Optical Front and Back Pointer:
77	A front pointer to locate the mechanical isocentre and an optical back pointer shall be provided.
	Treatment Table /Couch System:
78	A treatment table/couch with motorized lateral, longitudinal and vertical movements with isocentric table rotation up to $\pm 90^\circ$ shall be possible.
79	Treatment couch with 6 degree-of-freedom (6DOF) in translational and rotational movements capability and accessories used for image guided radiation therapy shall be provided.
80	The table top shall be of carbon fiber (transmission $\geq 95\%$) free of metal or other radio-opaque materials.
81	The couch top shall be indexed to allow reproducible placement of immobilization equipment and also to provide interface for mounting the quality assurance equipment at the head of the couch. Side rails, universal clamps and immobilization straps, as required, should be provided.
82	The lateral range of the couch shall be at least ± 20 cm. The longitudinal range of the couch shall be greater than 70 cm. The vertical motion of the couch shall range from the isocentre to at least 60 cm below the isocentre.
83	The sag of the couch top shall be ≤ 2 mm at isocenter with a load of 135 kg weight distributed over 2 m through isocenter. The couch shall be able to take a maximum weight of at least 200 kg.
84	Provision to compensate for the rotational error during patient setup.
	Patient Alignment Laser System :
85	Green, remote controlled, fixed lasers mounted on the treatment room walls having two lateral cross lasers, one ceiling cross laser and one sagittal line lasers shall be provided. Laser width ≤ 1.5 mm
86	A separate back pointer laser alignment system shall be provided and installed onto the linear accelerator.
87	All laser products shall comply with respective code of IEC safety of laser products.
	In-room Image Guidance System (Electronic Portal Imaging System) –
88	Latest software for analysis (MV/KV/DRR)
89	Should fully integrate with Accelerator
90	Should be able to take images at any Gantry angles with variable X-Y/Z movements
91	Remote controlled Robotic Arms.
92	Imaging area should be at least 40 x 40 cm ² or more with energy range 4 – 25 MV
93	Should have latest Digital technology with High Resolution Imaging (Amorphous silicon (a-Si) flat panel technology)- please specify
94	The system shall provide a suitable means to import & export images for verification and display on the same workstations; to acquire & transfer images through the existing oncology network; and to be capable of registration
95	Vendor shall provide features on image processing, image display, image analysis, image storage, image print and image enlargement. Details shall be stated.
96	Avoidance of irradiation of area outside sensitive detector panel and anti-collision device/ system should be provided. Vendor shall state and provide details including the usable life span of the EPID
97	Vendor shall provide all accessories including necessary QA tools, maintenance tools etc. for EPID.
98	Provision of facilities for storage / archival of electronic portal images.
99	Portal images can be exported to external facilities in a recognized format including BMP and TIFF.
100	Vendor should provide IMRT and VMAT portal dosimetry verification system of EPID for all available energies including FFF beams.

SN	Technical Specification
	<p>Added Para: (1) EPID panel should be compatible and work with high / very high dose rate (FFF beams). Portal dose in FFF mode. (2) Portal dosimetry licence and portal dose verification software should be provided. (3) Vendor shall provide the 3D-based EPID dosimetry system for transmission and in-vivo dosimetry (consider this as optional item and price must be quoted separately).</p>
	Cone-Beam CT Imaging System
101	System shall have an integrated amorphous silicon based flat panel detector and kilovoltage (KV) xray source tube for generating radiographic, fluoroscopic and 3D and 4D cone beam computed tomography (CBCT) imaging for 2D,3D and 4D IGRT treatment verification with 3D and 6D conection strategies.
102	System shall be capable of acquiring images such as 3DCBCT, pretreatment interfraction 4D-CBCT, during treatment intrafraction 4D-CBCT and deep inspiration breath hold triggered 3D CBCT Imaging during the treatment , Gated CBCT, Extended Length CBCT etc.
103	System shall be capable of performing reconstruction methods of either feldkamp back projection (FDK) algorithm and/or iterative algorithm.
104	System shall be capable of manual registration, automated bone registration, automated soft tissue registration or gray value based registration methods.
105	All Advanced image registration methods such as critical structure avoidance and region of interest registration, deformable image registration if commercially available shall be provided.
106	The offered 3DCBCT image quality should be sufficient to delineate target and critical structure volumes for adaptive planning dose calculations. Possible to generate synthetic CT from CBCT (using deep learning) for adaptive radiotherapy.
107	System shall be able to transfer images to (from) EPID/CBCT from (to) treatment planning system (TPS).
108	Specify the KV generator KV, MAs and exposure time ranges and their accuracy.
109	Specify the KV x-ray tube source/focal spot size, collimation minimum and maximum field sizes, maximum anode heat capacity and heat dissipation rate etc.
110	Specify CBCT imaging FOV HU accuracy and uniformity, spatial resolution, low contrast resolution and slice thickness range as available Necessary IGRT commissioning and quality assurance phantoms for HU water and flex map calibration, image quality phantom, CBCT electron density phantom, and daily MV-KV isocenter alignment QA phantom with analysis software system shall be provided.
	Accessories:
111	System shall be equipped with dynamic/motorised wedges providing wedge angles up to 60°. Alongwith dynamic/motorised wedges ,physical wedge (if possible) will be appreciated.Interlocks shall be provided so that the operator has to positively confirm that the correct wedge has been selected.Specify the maximum possible wedged field size.
112	Front pointer - Digital and Mechanical
113	Accessory mount - shadow block and electron tray. Detachable block holder (for wedges and blocks)
114	One Set each of Divergent blocks
115	Universal Clamps: As per Standard Required
116	Side Rails on both sides of Couch for Mounting Accessories.

SN	Technical Specification
117	Three (3) CCTV HD Camera: One wide angle & two remote control with remote zoom & focus facility.
118	In-room Colour flat Monitor LED 27" or higher
119	Delete
120	Manual retraction tool (manual crank) for couch in case of power failure
121	Two way audio communication system
122	Laser Alignment System (3 cross and one Sagittal) Green laser system (as mentioned above)
123	Portable Hard Disk/ Flash Drives: Two (2) nos. of portable hard disk (2TB each) and pen drives of 128 GB each , for patient data backup.
124	Suitable UPS required to run the machine.
125	Suitable Chiller required to run the machine.
126	Last Man Out Switch
Intensity Modulated Radiation Therapy & Volumetric Modulated Radiation Therapy System	
127	The linear accelerator system shall be capable of delivering Intensity (fluence) modulated photon beam within and across the given field apertures in order to produce highly conforming dose distribution as per the physician prescription.
128	Inverse treatment planning system shall be capable of doing IMRT and VMAT Planning of the linear accelerator offered.
129	Support for "step and shoot" IMRT and/or dynamic sliding window" IMRT delivery
130	Specify the LINAC performance for small MU delivery
131	Capable of delivering high quality intensity modulated fields using fractions of MU (please state minimum MU per segment)
132	Extended intensity modulated field size shall be at least 30 cm x 30 cm
133	Capable of automated delivery of multiple co-planar fields in sequence from the console with remote control of gantry, collimator and jaws motions between co-planar treatment fields.
134	Capable of verifying every parameter of segments downloaded from treatment planning systems through network for IMRT treatment
135	The latest technology for faster implementation of IMRT such as Volumetric Intensity Modulated Arc Therapy (VIMAT) or its equivalent should be provided.
136	Kilovoltage-based 3D-Image-Guided Radiotherapy (kV-IGRT) shall be provided and it should have FDA clearance. The system shall have the capability of producing 2D radiography, 2D fluoroscopy and 3D cone beam CT (3DCBCT) and 4D cone beam CT (4DCBCT) imaging modalities to account for patient's interfraction and intrafraction daily setup verification and respiratory motion.
137	A 3D volume CT image data is reconstructed from a series of 2D projection images acquired as the linear accelerator gantry is rotated. This image data can be used for verification of patient position and target motion. This shall have flexibility in providing full or partial gantry rotations.
138	The cone-beam CT technology should be of amorphous silicon (a-Si) based flat panel detector technology.
139	The system should be able to acquire and display on-board 2D and 3D volume images of the Patient immediately prior to treatment. The images should be in DICOM 3 and DICOM RT format. The network provided should be able to transfer images to (from) EPID/CBCT from (to) TPS and additional workstations.
140	The quality of image, especially axial CT images from the CBCT should be sufficient to delineate target and critical structure volumes.

SN	Technical Specification
141	All Advanced image registration software commercially available should be supplied and should be able to overlay original reference images from the TPS to the on-board images and calculate offset values based on user defined reference points and structures. The software should be able to move the table as per the offset values in 3D and 6D.
142	Based on the comparison of initial planning images and on-board images, change in treatment plan should be possible.
143	The system should have latest configuration of hardware (CPU, hard drive, RAM, min 21" square TFT monitor, colour LASER printer)
144	There shall be a geometric calibration phantom for kV to MV isocentre alignment and other calibration.
145	Image quality phantom to determine the low contrast and spatial resolution shall be provided
146	IGRT daily QA phantom for kV and MV projection imaging and kV CBCT checks and dynamic thorax phantom for validation of 4DCBCT imaging along with mechanically independent of platform motion and programmable through motion control software and all other necessary IGRT QA tools shall be provided.
147	Phantom should provide electron density/HU value for all types of soft tissues to upto hard bone. Also extended density values (for high density materials like aluminium, stainless steel, titanium) shall also be available.
148	Respiratory motion management system for automated respiratory gated treatment including gated VMAT shall be provided with necessary gating system and gating interface system.
149	Shall provide two portable system and the same should allow it to be used in treatment and CT simulation imaging room.
150	System shall be of latest, advanced model commercially available with audio-visual coaching device monitor for better breathing pattern reproducibility. And Respiratory synchronized system for respiratory synchronized image acquisition and prospective and retrospective gated treatment shall be provided.
151	Delete
	Stereotactic Radiosurgery and Radiotherapy of Intracranial and Extracranial Treatment System
152	The frameless stereotactic treatment systems for both intracranial radiosurgery/radiotherapy (SRS/SRT) and also extracranial stereotactic body radiotherapy (SBRT) should be provided.
153	The vendor should offer necessary immobilization systems and other gadgets to perform frameless intracranial and frameless extracranial stereotactic treatment of brain, lung, liver and spine tumours for each 20 patients.
	Surface Guided Radiation Therapy System (consider this system as optional item and price must be quoted separately.
154	The vendor should provide advanced and latest model of optical surface tracking and gating solutions for entire four-dimensional (4D) treatment chain from imaging (4DCT) to (4D) treatment delivery. The system should consist of Advanced optical imaging system (stereovision / structured light / Laser) with atleast 3 cameras (resolution \geq 2MP) installed in the treatment room to reconstruct 3D surfaces , 4DCT acquisition and Gating Systems with following features.
155	The system should be of non-invasive, marker-free i.e no markers or devices will need to be placed on the patient or on the couch.
156	The system should support for patient positioning/surface mapping, intrafraction motion tracking/monitoring and respiratory gating of complete workflow. System should be capable of tracking in coplanar and non-coplanar positions and imaging bolus accessories. At non-coplanar angles and at gantry angle, tracking accuracy \leq0.5 mm / \leq0.5° suitable for frameless SRS in agreement with AAPM TG302 and ESTRO ACROP.
157	The system should facilitate the 4D treatment of thoracic and abdominal tumours.

SN	Technical Specification
158	The system should have advanced algorithms for rigid/non-rigid and deformable models to enable realtime assessment of patient positioning errors before and during treatment delivery.
159	The system should have a frame rate of atleast 20 frames/second to track live patients position and should automatically hold the beam if patient move out of predefined threshold in all 6 DOF. Absolute-positioning accuracy $\leq 0.5\text{mm}$ / $\leq 0.5^\circ$, Motion-monitoring accuracy $\leq 0.5\text{ mm}$ / $\leq 0.5^\circ$.
160	The system should have provision for audio/visual coaching apparatus to detect the deviation outside the set tolerance which also helps the patient to follow optimal breathing pattern. System shall provide guidance for correcting patient posture, such as chin / arm position for better improved positioning
161	The optical scanning system should support DIBH and 4D CT imaging acquisition and should be installed both in the CT room and treatment room
162	The gating system should be capable of prospectively gated and retrospectively gated imaging and treatment delivery.
163	The system should comply with AAPM TG-302 and ESTRO ACROP guidelines for SGRT commissioning. All the necessary QA devices and phantoms required for commissioning, calibration, daily QA and validation tests for clinical implementation of the above systems should be provided
	Adaptive and Stand-alone deformable image registration system
164	The vendor should provide latest model of the stand-alone deformable image registration system with following features;
165	System should be capable of performing deformable image registration using CT/MRI/PET/SPECT images and should be provided with all commercially available deformable algorithms.
166	System should be capable of performing Auto contouring and Atlas based segmentation for Adaptive re-planning.
167	System should be capable of Adaptive re-planning interfraction Dose Accumulation.
168	System should support for DICOM /DICOM RT Import: CT, CBCT, PET CT, PET, MR, SPECT and diffusion weighted MRI (DWI), including cine/4D modes for all relevant imaging types.
169	System should support for DICOM / DICOM RT export: all meta-data and imaging data (including structure sets, treatment plans with doses) must be exportable in a DICOMreadable format along with deformations, either as deformable vector fields (DVF) or as resample deformed DICOM images or as DICOM image with deformed contours.
170	System should have tools to generate maximum intensity projection, minimum intensity projection, average projection, mid-ventilation position reconstruction from 4D-scans.
171	System should be capable of performing 4D dose accumulations over all phases of respiration for evaluating the actual dose delivered to moving target.
172	Should have tools to reduce artifacts/noise from the images, e.g. attenuation correction, HU replacement in a user contoured or automatically defined area.
173	It should have Biological modelling solutions (EUD or TCP or NTCP etc.).
174	It should have external beam and brachytherapy dose accumulation. (This specification is required but in case it is not available with the vendor then third party solution can be provided.)
	Added Para: Vendor shall provide complete Offline Adaptive Radiotherapy solutions which includes -Dose Deformation & Dose Accumulation, Synthetic CT Creation without need of Re-CT simulation, Multi-Vendor Contouring Tool, BED and EQD2 tools.
	Treatment Delivery Techniques
	2D, 3DCRT and DCAT:
175	The machine shall be capable of delivering 2D treatment with open, rectangular fields, where the field size and beam angle can be determined at the time of treatment delivery, inside the treatment room (i.e. manual planning based treatments).
176	Ability to perform standard 3D conformal radiotherapy and dynamic conformal arc therapy (DCAT) treatments

SN	Technical Specification
	IMRT and VMAT:
177	The machine shall be capable of delivering static and dynamic intensity modulated radiation therapy (IMRT) and also volumetric modulated arc therapy (VMAT). Specify about how VMAT delivery is achieved.
178	Capable of delivering high quality intensity modulated fields using fractions of MU.
179	Specify the linac performance for small MU delivery
	Frameless SRS/SBRT:
180	The machine shall be capable of performing frameless image guided stereotactic radiosurgery (SRS) and stereotactic body radiotherapy (SBRT).
	4D and Respiratory Gated Radiotherapy:
181	The machine shall be capable of delivering Deep Inspiration breath-hold (DIBH) and also respiratorygated treatment to account for phase of respiration of all moving tumors.
182	Delete
	Photon Arc Therapy:
183	Bi-directional arc therapy should be included with Automatic calculation of Dose per degree based on the Dose Rate selected and the Arc angle set.
	Total Body Irradiation:
184	Total Body Irradiation :The machine shall be capable of delivering photon beam with total body irradiation (TBI) mode and vendor shall provide necessary accessories (like TBI stand/frame,beamspoiler/degrader.Shielding blocks for kidney,lung,eyes,gonads for delivering TBI treatment
	Electron Beam Therapy:
185	The machine shall be capable of delivering electron beam treatment for superficial tumors.
	Total Skin Electron Therapy:
186	The offered Linac shall be able to deliver total skin electron therapy (TSET). Necessary energy degrader system and other accessories shall be provided
	Radiation Safety Features :The following radiation safety features shall be provided:
187	Beam-on and beam-ready illuminated signs at the entrance and within the treatment room.
188	Ionizing radiation trefoil warning sign at the entrance.
189	Facility access interlocks.
190	Last person out button/last man out switch.
191	Audio visual communication between the treatment room and control room.
192	Emergency-off buttons in the treatment room and control room.
C	Treatment Planning System

SN	Technical Specification
193	The treatment planning system (TPS) shall be capable of performing conventional 2D planning, conformal 3D-planning, inverse treatment planning for IMRT and VMAT/RAPID ARC, 4D treatment planning and adaptive treatment planning for clinical application of various standard and advanced treatment delivery techniques in radiotherapy. The TPS shall have modules of (i) image import and registration (ii) contouring (segmentation) tools for tumour volumes and organs at risk (iii) treatment planning environment, including 3D patient image and dose distribution display; (iv) plan review module, including dose statistics calculation and tabulation (v) plan preparation and export module (vi) dose calculation algorithm and beam modelling module. The TPS shall be supplied with dedicated hardware, including workstations, server, monitors and printer.
194	Capable of doing 3DCRT, IMRT, IGRT, VMAT (or RAPID ARC) SRS,SRT and 4D planning with prospective and retrospective Respiratory Gating system, Gated CBCT, 4DCBCT, Gated Treatments are required
195	CT/MRI/PET-CT fusion facility
196	Smart segmentation or equivalent
197	DICOM connecting networking system between TPS, LINAC and CT simulator
198	Optional Artificial Intelligence (AI) compatibility preferably with following features: (i) Model based contouring (ii) Scripting (iii) multi criterion optimization
	The TPS shall include:
199	(i) Two (2) treatment planning workstations with dose calculation licenses and three (3) virtual simulation workstations without dose calculation licenses shall be provided. (ii) Additionally One computer (with treatment planning software) shall be provided, to test the dose calculation algorithms and for academic/teaching purpose. This will not to be used clinically so need not be included in network.
200	The system shall have latest technology of hardware and software features commercially available at the time of delivery.
201	Treatment planning workstations, including dual 27-inch LED/QLED display monitors (resolution- 2560 x 1440 pixels or better), printer, keyboard, mouse with network capability
202	The system shall be integrated with physical connections and networking having optical fibre cabling with existing /upcoming CT Simulator, and Treatment Planning System, dosimetry equipment and hospital PACS . The bidders are strongly advised to visit the site prior to quoting.
203	Display of all relevant planning and treatment system parameters shall be in accordance with the IEC 61217 scale and coordinate convention.
204	For the purpose of additional requirements in near future ,the vendor shall provide the each unit of both additional TPS and workstations offered which should be valid for upto three years. The same will not be considered for pricing ranking.
	Imaging and Image Registration
205	System shall enable import of patient data sets from various imaging modalities that are used to facilitate target definition using the DICOM standard.
206	Image import shall be achieved through direct connectivity and also provision to be used through CD/DVD/ Pen drive media.
207	The Networking with picture archiving and communication system (PACS) system
208	System shall support for CT, MRI, CBCT, and PET registration.
209	System shall use both rigid and deformable image registration
210	Specify the type of DIR methods available in the offered system.
211	Deformable image registration shall be capable of fusing CT and CBCT images.

SN	Technical Specification
	Contouring/ Segmentation
212	Contouring tools shall allow the definition in 3D of structures, including target, organs at risk and patient outline.
213	Automated tools shall allow the expansion of the clinical target volume (CTV) to a planning target volume (PTV) with non-uniform margins in three dimensions.
214	System shall have ability to add bolus structures to the patient data set of various shape and density.
215	System shall be capable of 3D visualization of patient data display, beam display and dose distribution display.
216	System shall have the following advanced contouring and segmentation functionalities:
	a) Multi-modality contouring
	b) 4D image dataset support- MIP, AIP, and minIP image creation
	c) Auto PET SUV contouring
	d) Advanced Boolean operations
217	Planning, Optimization and Dose Calculation
	The offered system shall have the following basic and advanced planning and optimization functionalities:
	i) A comprehensive “forward planning” environment shall allow the user to modify beam weights, beam positioning, jaw position, wedges and blocks, or MLC to optimize the treatment plan.
	(ii) 2D and 3D photons, electron planning and composite planning
	iii) Field-in-field forward IMRT planning
	iv) Static and dynamic IMRT and VMAT planning
	v) Stereotactic Treatment planning
	vi) 4D treatment planning
	vii) Physical DVH based and biological optimization methods.
	viii) Advanced and latest version of planning algorithms
	(a) Planning algorithm for photon beams (both for FF and FFF mode): At least two dose calculation algorithms for photon beams. One should be Monte Carlo based (or equivalent) and other one should be convolution / superposition type. (b) Monte carlo based algorithm for electron beams
	ix) The dose calculation grid shall be user adjustable for desired, better dose calculations accuracy.
	(x) Photon beam and electron beam algorithms shall calculate the dose to the patient considering the 3D nature and heterogeneity of the patient data set. Surface, bolus and inhomogeneity corrections.
218	Plan Review and Approval
	i) System shall have basic and advanced plan review and evaluation tools such as dose volume histograms (DVHs), dose statistics, 2D and 3D dose visualization, and plan addition and plan comparison.
	ii) System shall also have the Radiobiological model-based treatment response evaluation tools such as BED/EQD or TCP and NTCP
	iii) System shall be able to generate, view and transfer DRRs
	iv) User and password security shall allow approval/locking of treatment plans and different levels of access to the functionality of the TPS based on the user’s profile, e.g. administrator, planner, medical physicist, radiation oncologist.
	v) Shall be possible for electronic/auto plan approval, if commercially available
219	Beam Modeling
	i) Comprehensive beam modeling module shall allow the configuration of complete geometric and dosimetric models for treatment unit with photon and electron beams.

SN	Technical Specification
	ii) The module shall have the following features:
	1. Ability to import measured beam profiles and output factors.
	2. Ability to model dynamic, fixed and internal wedges.
	3. Tools to allow the comparison of the beam model and measured data.
	iii) Security features that protect beam data and beam models from modification.
	iv) A module shall allow the creation of CT number to mass density or electron density data for various CT scanners for use by the photon and electron beam algorithms.
220	Plan Output and Networking Connectivity
	i) A laser printer for A3/A4 output of isodose distributions, beam shapes and treatment plan parameters shall be provided.
	ii) System shall allow export of beam block shapes to a third party block cutting device.
	iii) System shall allow export of approved treatment plans and DRRs to an oncology information system (OIS).
	iv) System shall have HL-7 and IHE-RO compliant capability.
	Networking with TPS: All the software with licences required should be included. Complete DICOM-RT export/import licence should be available.
221	TPS Hardware Specification
	The system shall have latest technology of hardware and software features having vendor recommended specification of the system commercially available at the time of delivery, not minimum specification. Latest version of graphics workstation, atleast 64 GB RAM, Internal HDD of atleast 2TB capacity or more and medical grade display monitor.
222	Date Storage and Back-up Facility
	(i) Vendor shall provide Rack-mounted server having storage capacity of 8TB for storage back-up, archive and retrieval of the data along with integrated oncology information system. (ii) Specify the strategies for storage back-up, archive and retrieval of the data.
D	Oncology Information System Technical Specification System Overview
223	The oncology information system (OIS) is a software application that manages the workflow and storage the electronic information, including patient data in the radiation oncology department. The OIS is useful as (i) record and verify system (ii) to transfer treatment plan information and images from the TPS to the treatment unit (iii) to record detailed dose delivery information and images for each treatment session (iv) image review module (v) manage the patient care pathway (vi) electronic patient record and manage staff workflow through defined tasks (vii) treatment unit schedules and appointments.
	General Requirements
223	The offered OIS shall be compatible with OIS, Linac and TPS in the radiation oncology department and other commercially available systems.
224	The system shall be integrated with physical networking having optical fibre cabling with CT Simulator, MRI, PET and linear accelerators, treatment planning system, dosimetry equipment and hospital PACS.
225	The OIS shall use the DICOM RT standard for transfer of radiation oncology specific electronic information and shall comply with IEC 62274:2005 standards.
226	Either single server or two server (one for data storage and one for image storage) having data storage capacity of atleast 10TB or higher and Three OIS workstations with concurrent licenses shall be provided.
227	The OIS shall include a secure, remote servers and workstations at least 23-inch monitors, printer, keyboard, mouse with network capability.
228	An UPS, including an automated daily back-up system to an external hard drive (or equivalent) with auto detect and auto-shutdown after 20 minutes in the event of a power failure.
229	The offered system shall have the following technical specifications.

SN	Technical Specification
	OIS Software Workstation
	OIS workstations shall be capable of:
230	Manual data entry of 2D cases, clinical mark-ups and emergencies.
231	Approval and entry of prescriptions and free text setup instructions.
232	Upload of photographic images.
233	Electronic chart checks.
234	Image review of DRRs and treatment images (portal and setup)
235	Networking to the TPS to allow import of the patient administration data, beam delivery parameters and DRRs of graphically planned patients.
236	The importation of data should be customized to correctly download and translate the TPS information to the scales and graduations of the department treatment units.
237	A fully integrated workstation shall be provided for each of the treatment units, including all interfaces to fully operationalize the system for automated download and verification of the interfaces to fully operationalize the system for automated download and verification of the treatment parameters as well as capture and storage of portal and setup images.
238	The workstations should include an in-room alternative monitor to facilitate patient identification and viewing of the setup instructions, including digital images.
239	The system should be supported by a local UPS such that there is no loss of data in the event of a power failure to the treatment unit.
	Software shall have the further following functionalities
240	Hierarchical security features, including requirement for authorized approval of the dose prescription and field parameters prior to treatment.
241	Complete log of activities and users.
242	Generation of statistical data according to user-defined fields, e.g. diagnosis and managing consultant.
243	Library of diagnoses according to the WHO International classification of diseases, (ICD-10).
244	Ability to correctly log cumulative dose in the event of a treatment interruption or termination.
245	Patient appointment scheduling.
	OIS Hardware specification
246	The system shall have latest technology of hardware and software features having vendor recommended specification of the system commercially available at the time of delivery, not minimum specification.
247	Cadplan or equivalent to the Accelerator for Automatic treatment setup and delivery
248	Transfer of fluoroscopy images from simulator to portal imaging system for comparison
249	Transfer and execution of MLC position parameters for normal treatment and IMRT treatment including step & shoot & sliding window (dynamic) techniques from treatment planning system
250	Oncology Information System: All required interface, parts and software for networking. The platform shall hold all the information regarding treatment procedure, patient schedule and radiotherapy dose system. So, the workflow remains seamless. Oncology information system should help to improve the accessibility of information and lead to better use of cancer-related data
E	Dosimetry and QA TOOLS
251	Absolute Dosimetry System
	(1): Farmer type ionization chamber (0.6cc): Water proof Farmer type ionization chamber for reference dosimetry with graphite wall material. Active volume approximately 0.6 cm ³ . TNC or BNC connector. Cobalt-60 build-up included. With valid calibration certificate (in terms of absorbed dose to water) from SSDL or PSDL. Build-up cap of PMMA for Co-60 beam and brass based for 6MV, 10MV and 15MV X-ray beams shall be provided.

SN	Technical Specification
	<p>2) Water Proof Plane parallel ionization chamber :Plane parallel chamber volume with approximately 0.4 cm³ for electron beam reference dosimetry with BNC or TNC connector With valid calibration certificate (in terms of absorbed dose to water) from SSDL or PSDL.</p>
	<p>3) Reference class electrometer :Single channel electrometer for radiotherapy, dosimetry reference class, BNC or TNC connector including carry case.</p>
	<p>4) Small field dosimetry system :The small size miniature chamber having volume 0.015 cm³ or less having high spatial resolution for measurements in small fields and FFF fields for absolute and relative and beam commissioning dosimetry.</p>
	<p>5)Small Water phantom: Water phantom with dimension 30cm x30cm x30cm for reference dose measurements according to IAEA Technical Reports Series No. 398 dosimetry protocol. There should be chamber adaptor to mount Farmer Type chamber and parallel plate. The measurement depth to be adjusted with motorized/ manual system and the phantom should be able to do PDD measurements for upto 25 cm depth. Measurement depth should be adjustable in 0.1 mm steps or finer. Adjustable levelling system, cross hair alignment and drain mechanism for water should be available</p>
	<p>6) Solid Slab Phantom:Set of plates manufactured of water equivalent material (within ±5% water equivalent density) consisting of at least one plate of 0.1 cm thickness, two plates of 0.2 cm thickness, one plate of 0.5 cm thickness and 29 plates of 10 mm thickness. Plate outer dimensions: 30 cm x 30 cm. Adapter plates for Farmer type chamber, 0.13 cc thimble chamber, 0.4 cc plane parallel chamber and 0.05 cc plane parallel chamber to be included appropriate slots in plate for supplied chambers.</p>
	<p>7) D(20)/D(10) Phantom</p>
	<p>8) Glass Thermometer (mercury type): 0°C – 50° C with scale resolution of 0.2°C or less and with valid calibration certificate.</p>
	<p>9) Digital Barometer: Digital barometer with 0.01 kPa resolution and valid calibration certificate.</p>
	<p>Machine QA Phantoms: (considered as optional item and the price must be quoted separately) 1) Isocenter Test (Winston-Lutz test) phantom: A cube phantom required to perform QA test as per TG-142 and check isocenter and align lasers. Should have sub millimeter accuracy level. Can be used to check accuracy for SRS, SBRT and IGRT treatments. 2) Device to locate true radiation isocenter of Linac: A device/tool to locate true radiation isocenter and to align lasers with isocenter. All three axes (X, Y, Z) can be adjusted using micrometer (with sub millimeter accuracy).</p>
	<p>Anthropomorphic Phantom (adult male with breast attachment): (considered as optional item and the price must be quoted separately) This phantom should be anthropomorphic in nature with internal organs simulating real organ size, shape, density of Brain, eyes, thyroid, heart, thymus, lungs, liver, gall bladder, spleen, oesophagus, stomach, pancreas, kidneys, adrenals, intestine, urinary bladder, testes, prostate, breasts, active bone marrow as per actual human anatomy. phantom weight to be approx. 73kg. The tissue equivalence should be based on gold standard ICRP 23 and ICRU 48 reports. Phantom should comply with ICRU-44 standards and usable for Radiotherapy dose calculation, imaging, QA procedures, etc. The phantom should be sectionated in approx 1 inch slabs along the transverse plane through the phantom. Each section should be numbered for ease of identification. Each section should have a grid of holes of 3cmX3cm of 5 mm diameter. These holes should be filled with plugs of the same density. Additionally 5 sets of 10 plugs of soft tissue, lung, brain and adult bone should be provided. This plugs should be removable using a push rod so that inserts for TLD/mosfet can be inserted to these locations. It should be possible to position films in transverse position in between the sections. Additionally breast attachments should be provided such that they can be attached to the male phantom to simulate breast positions. 2 types of breast attachments to be provided simulating a standing and supine breast position for both left and right side breasts. Standing breast should be 800cc and supine breast should be 350cc. Breast attachments (of different sizes) with mechanism for film dosimetry and TLD dosimetry should be supplied. The phantom should also come with a custom fit foam lined storage case. A reinforcement base and top with threaded assembly to hold the phantom together. .</p>

SN	Technical Specification
	<p>NOTE: Clarification regarding Laptop / Desktop Computer: (1) One laptop computer and one Desktop computer (with latest technology of hardware and software) need to be supplied for dosimetry and QA measurement purpose. It should be compatible with all the softwares and hardware supplied for dosimetry and QA/ patient specific QA purpose. UPS (with atleast 30 mins backup) shall be supplied alongwith the desktop computer.</p>
252	Relative Dosimetry:
	1) Radiation Beam Data Acquisition System /Radiation Field Analyzer (RFA):
	<p>1) Radiation Beam Data Acquisition System /Radiation Field Analyzer (RFA): For relative dosimetry and beam data commissioning with calibrated two ion chambers (≤ 0.1 cc volume) compatible with electrometer and Laptop Computer (one portable latest high-end model laptop computer with Windows operating system with connectivity to the control unit) to operate/control the RFA.</p>
	<p>3D scanning water tank (preferably with inbuilt thermometer and barometer) for linear accelerator commissioning, including scanning water tank, lift table, water reservoir, electrometer/ controller, latest laptop computer, software, two approximately ≤ 0.1 cc volume waterproof ionization chambers and associated cables. Water tank with scanning dimensions of atleast 48cm x 48cm x 40 cm or preferably higher. Detector position accuracy of ± 0.1 mm and position reproducibility of ± 0.1 mm. Water tank with scanning capability in the X, Y and Z planes for ionization chambers or diode detectors. A lift table with vertical travel range of 50 cm and rotation in the XY plane of ± 5 degrees. A dual channel electrometer system and control unit with bias range of 50–400 V, minimum resolution of 10 fA, and leakage current < 250 fA. A control unit to control movement of moving mechanisms and interface with electrometer. A water reservoir with bi-directional water transport to and from the water tank and volume capacity more than 200 litres. One latest portable laptop computer with Windows operating system with connectivity to the control unit. Software for data acquisition with scan optimization, data handling and analysis and TPS transfer environment. A software feature to allow export of beam profile data or depth dose data in text format to Microsoft Notepad or Excel is desirable. Software modules should allow transfer of beam data to commercial TPS. Two waterproof thimble ion chambers of active volume approximately ≤ 0.1 cc. Holders for Farmer, thimble, plane parallel and diode detectors. Connector cables/wireless system between the computer, controller and water tank .Two TNC/ BNC triaxial cables compatible with ionization chamber detectors, diode detectors and dual electrometer system and one spare triaxial cable equivalent to above. TPR KIT alongwith liquid level switch (water sensor) and water flow calibration cable. Software capable for PDD, TMR, TPR, Beam Profile (inline, off-line, crossline and diagonal) measurements and facility to perform IMRT QA using film scan and 2D-ARRAY. All the international protocols and protocol including Linac vendor specifications should be included in the software and the option to include user defined protocol should also be available.</p>
	<p>Note: (a) All necessary accessories should be supplied along with the RFA. (b) RFA system should be compatible to perform small field dosimetry (required for SRS) (c) necessary holders to mount all the chambers should be provided. (d) Vendor shall provide TNC to BNC and BNC to TNC Adapters (Quantity – two (2) each) Added Para: The physical dimension of water tank should be atleast 10 cm larger than the scan area in each dimension (i.e. in both horizontal dimension and in the vertical dimension). RFA system shall be compatible and should be supplied with all the necessary accessories and chambers required to perform small field dosimetry measurements (required for SRS/SBRT).</p>
	2) Plane parallel ionization chamber
	Small volume (approximately 0.05 cm ³) plane parallel chamber for electron beam relative dosimetry with BNC or TNC connector.
	3) Scanning diode set
	Waterproof shielded diode, unshielded diode with active diameter less than or equal to 2 mm.
	4) Buildup caps - Brass build-up caps for Farmer type chamber and thimble chamber suitable for all the photon beam energies available with Linac

SN	Technical Specification
	<p>5) (a) Patient Specific IMRT and VMAT Verification QA Equipment / System: (a) 2D detector Array dosimetry system (compatible with both FF and FFF mode, for all energies available with LINAC): for daily morning dosimetry (beam quality/energy, flatness, symmetry, output consistency) of Linear accelerator and patient specific relative dosimetry for IMRT and VMAT patient treatment QA. Facility to use with slab</p>
	<p>A detector array for radiotherapy dosimetry with 1400 or more individual detectors, with centre-to-centre spacing less than or equal to 10 mm and covering at least 25 cm x 25 cm in a 2D array, alongwith an advanced phantom (pls. refer. s.no.b) . Software shall be provided that controls the data collection from the detector array, allows import of dose planes from commercial TPS and provides tools for comparison of the measured and TPS dose planes. Software should be able to import the 3D dose distribution with RT structures from commercial TPS and provide tools for the comparison of measured and TPS dose distribution in terms of 3D gamma evaluation, DVH analysis / comparison, as per AAPM TG 218 recommendations.</p>
	<p>(b) Advanced Phantom (required to be used with detector array): The phantom should be cylindrical or cuboid in shape and detector array should have the possibility to place inside the phantom, so that patient specific QA (for IMRT and VMAT) can be performed. Gantry angle sensor should also be supplied alongwith the phantom to correct for angular correction of the detector array / to rotate the detector array w.r.t the gantry angulation.</p>
	<p>Added Para</p> <p>(c) SRS and SBRT Comprehensive QA System (capable of performing end to-end QA of the entire treatment process): 2D detector array for SRS and SBRT (compatible with both FF and FFF mode, for all energies available with LINAC): Required for pre-treatment patient plan verification / QA. Detector type: solid state. Number of detectors / measurement points: 1,00,000 or more. Active measurement area should be atleast 10 cm × 10 cm Detector spacing (center to center): ≤ 0.5 mm Phantom: Dedicated advanced phantom (made of tissue equivalent), to be used with 2D detector array, film and dosimetry detectors for SRS and SBRT patient specific QA measurements. Can be used in both static and rotational mode. SRS and SBRT QA system (detector array and phantom) should be supplied alongwith all the necessary inserts to perform QA as per the AAPM TG-101, TG-179 and TG-142 recommended tests. Software required (if any) for operating the QA system and for data analysis, should also be provided.</p>
	<p>6) ESTRO mini-phantom:ESTRO mini-phantom according to ESTRO Booklet No. 3 (77) for in air measurements, including a cavity for a Farmer type chamber mounted parallel to the beam axis.</p>
	<p>7) Radiochromic films (200 sheets each):Self-developing radiochromic film with sensitivity up to 20 Gy for radiotherapy dosimetry and QA applications Added Para: As Gafchromic film have expiry date, so vendor shall supply on demand. EBT3 Gafchromic film size: 14 x 17 inch 100 sheets) EBT3 Gafchromic film size: 8 x 10 inch (100 sheets) EBT-XD Gafchromic film size: 14 x 17 inch 100 sheets) EBT-XD Gafchromic film size: 8 x 10 inch (100 sheets)</p>
	<p>Flatbed transmission scanner :(A4 or A3 size) atleast 48 bit (16 bit per channel) scanner with separate red, green and blue channels. Software to manage radiochromic film dosimetry, including calibration feature, image , display and ability to compare film dose planes with TPS generated dose planes. Atleast one perpetual licence.</p>
	<p>9) Spirit Level- Two (2) nos. with submillimeter accuracy</p>
	<p>10) Permanent cabling with cable reel between the control console and the interior wall of the treatment room for dosimetry measurements shall be provided and installed.</p>
253	<p>Quality Assurance and Control Equipment/System</p>
	<p>1) Machine QA Equipment/System (For Daily QA)</p>

SN	Technical Specification
	Machine QA Equipment /System (for Daily QA): 2D Ionization chamber array based (number of detectors \geq 250), standalone daily/routine QA device/system, to perform X-ray beam (Co-60 to 25 MV) and electron beams (4 MeV to upto atleast 20 MeV) measurements. Capable of measuring various beam related parameters like: field size and light-radiation field congruence, penumbra, flatness and symmetry of beam profile, beam quality, beam center and steering etc. for field sizes upto atleast 30 cm x30 cm. It shall be suitable for FFF beams. System should be lightweight and handy. Vendor shall provide appropriate software system for analyzing, reporting and QA data management
	2) Patient-Specific Verification QA Equipment/System
	Delete
	3) In-Vivo Dosimetry system (OSLD based)- Required to confirm the dose to various sites of patient undergoing radiotherapy.
	The system should consist of OSL Reader for Nano-Dots-1 No. (Qty), Optical Annealer-1 No. (Qty), Nano-Dots of same sensitivity – 200 No. (Qty)
	and all the other accessories required for dose measurement in all clinical situations. The software required for the reading of dosimeter should be should be supplied alongwith a Laptop having latest HW and software and sufficient storage capacity.
	4) LINAC alignment phantom
	Cube phantom or rotating test plate that allows checking the position of LINAC cross-hairs, lasers and light field size at gantry angles 0o, 90o and 270o.
	5) Laser alignment phantom (for CT simulator)
	Delete
	6) Electron density calibration phantom
	Phantom for CT number to electron density calibration of CT scanner for radiotherapy treatment planning. The phantom shall have plugs of a range of electron densities from lung to bone. The body of the phantom shall be made of water equivalent material. The electron densities of the various plugs and phantom body shall be given in the user manual.
	7) EPID image quality phantom
	Phantom and software for EPID image quality tests, including high-contrast resolution and low-contrast resolution.
	8) Image quality phantom for kV planar imaging
	Phantom for image quality tests of general radiography X-ray units, including low-contrast resolution, highcontrast detectability, line pair resolution, and sensitometric analysis.
	9) Image quality phantom for kV volumetric imaging
	A volumetric phantom suitable for CT image quality tests, including CT number, uniformity, noise, slice thickness, high-contrast resolution and low-contrast resolution.
254	Radiation Safety Equipment
	1) Survey Meter (one)
	Pressurized Ionization Chamber based Survey meter shall be supplied with valid calibration certificate.
	A portable ionization chamber-based survey meter capable of detecting X-ray and gamma radiation above 25 keV, integrated display, dose rate and integrated dose modes, dose rate range of 0.5 μ Sv/hr – 50 mSv/hr, energy dependence less than 20% in the range of 50 keV–1 MeV, calibration certificate shall be provided.

SN	Technical Specification
	2)“Neutron meter” (considered as optional item and the price must be quoted separately)
	A spherical rem-counter probe that can be used for measurement of ambient dose equivalent rate (Sv/hr) for neutrons according to the International Commission on Radiological Protection (ICRP) Publication 60. Measuring range of 30 nSv/hr–80 mSv/hr shall be covered and the energy dependence shall be around $\pm 30\%$ of 50 keV–10 MeV. The sensitivity shall be less than 3 counts per nSv. The probe shall have a calibration that is traceable to primary standards.
	3) Electronic personal monitor (Pocket dosimeter) – (two)
	Direct readout personal radiation monitor, audible dose rate indication, energy range of 45 keV–1.2 MeV, display of accumulated dose in Sv, reset function.
F	Patient Positioning and Immobilization Devices Specification
255	Patient positioning and immobilization devices are accessory tools which are used to prevent patient movement during radiation treatment with linear accelerator. The patient positioning and immobilization system shall consist of base plate, thermoplastics masks, vacuum bags and other additional support systems for particular anatomical site-specific tools.
256	General Requirements:
	All the dosimetry, QA tools/equipments/devices/systems , patient positioning and immobilization devices offered shall have FDA (USA) and CE(Europe) certified medical devices category .
	2. As the patient positioning and immobilization devices such as fixation materials, couch top and thermoplastics mask alter the patient dose of radiation significantly as per the AAPM TG-176 findings, the product of vendors those who will provide with FDA endorsed data of dosimetric properties of all offered devices are only eligible for the bidding
	3. The vendor should provide three (3) sets of All-in-one solutions (AIO) of universal treatment base plate (AIO) /Separate Boards made of Carbon Fiber immobilization devices having a total solution treat Pediatrics to Adult, Head and Head & Neck Breast, Thorax, Abdomen, Pelvic with facility to make custom made supine and prone head rest for individual patients to maintain an accuracy of less than 2mm along with appropriate thermoplastics sheets of 500 numbers: 100 for head, 100 for Head & Neck, 100 for breast, 100 for thorax and 100 for abdomen and pelvic.
	4.The vendor shall provide 4 set of carbon fiber / low density based Head rest, prone Head rest universal, Pediatric Supine, Cushion for shoulder. Breast board Carbon fiber/ low density with all required Accessories
	5. The same base plate shall be upgraded to adopt for frameless SRS/SBRT and there shall be 3 set of each to be provided with all necessary accessories
257	Common Other Ancillary Items
258	Bolus: The bolus build-up materials made up of a solid, homogenous, uniform, tissue equivalent approved by FDA for human contact is encased in a tough layer of thin plastic having: Size: 30 x 30 cm ² ,Thickness : 0.5, 1.0, 1.5, 2.0 cm --3 each thickness
259	Eye Shielding kit : Tungsten eye shields for electron radiation, coated with minimum 2mm of dental acrylic. -1 set
260	Gonad Shield -Lead shielded, a range of sizes (small, medium, large), with holding stand
261	CT Makers : Lead balls (3 mm) --300
262	Mould Room Couch : Electronically height adjustable base on lockable castors with fully indexed carbon fibre top, and capable to lowering the table top up to minimum height of 40-45 cm in order to load the patients. It should be of trolley type and mobile type. -1nos

SN	Technical Specification
263	Lasers Both sagittal and transverse for Mould Room Couch -1 No. Water bath for heating thermoplastic material,with digital Temperature display, control and timer - 1 No. Body calliper -2 Nos Heat Gun (with temperature and flow control) -1 No Melting Alloy -20 Kg Vacuum cushions : For Head and Neck-6 No.s For Thorax -10 No.s For Abdomen -10 No.s And for whole body -10 Nos. Suitable Vacuum pump -1 No.
264	Vendor should also provide the storage cabinet for all offered system which will be located inside the treatment room
265	Technical specifications for mould room equipment:
	Fume cupboard : Cabinet with work bench, sink, floor mat and integrated air cleaning system or individual products can be accepted.
	2) Melting pot (alloy dispenser) :Alloy dispenser for alloy melting, temperature control up to 120 oC with digital readout, alloy capacity at least 50 kg
	3) Stock of LMPA, 70 oC melting point (alloy of bismuth, lead, tin and cadmium)
	4) Cooling plate :Aluminium cooling plate, at least 30 cm x 30 cm, levelling adjustment
	5) Foam blocks (consumable): Styrofoam blocks 2 cm thick (electrons) and 7 cm thick (photons
	6) Hot-wire cutter forelectron cut-outs Foam cutter for perpendicular cutting, heated metal cutting wire, able to handle foam blocks up to 25 cm x 25 cm, stock of cutting wire
	7) Hot-wire cutter for photon beam blocks:Manual or automated foam cutter for divergent cutting, adjustable height of block arm and source point, able to handle foam blocks up to 7 cm x 30 cm x 30 cm, stock of cutting wire
	8) Tools- Block grip tool, metal file, clamps, alloy pourer and any others (if required) for proper functioning of the mould room.
	Hot water bath for thermoplastic immobilization system
	Hot wire cutter, Drill
	Pot for cerrobend cadmium free low melting point alloy
	Adequate furniture for the moulding process
	Mould room LASER
	Universal base plate of carbon fiber (3 sets)
	Breast board with carbon fiber (3 sets)
	Shoulder retractor (3 sets)
	Head rest (3 sets of all sizes)
	Leg rest (3 sets)
	10 numbers of VacLoc with motor
	Thermoplastic sheets for each site (20 number of each)
270	Personal protecting Equipment
	Apron, protection, plastic, Eye protection glasses, safety, regular size, Gloves, examination, latex, nonsterile, single use (various sizes)
	Annexure I

SN	Technical Specification
	The Site - Modification Scope of Work – High--Energy LINAC
1	The prospective bidders shall inspect the proposed site for High--Energy LINAC at each of the NSCB Jabalpur and GRMC Gwalior before submission of tender.
2	Tenderers are advised to acquaint themselves with access to site, location of work, local labour problems and any other matter relating to availability and carriage of construction materials. Adopting standard operation/ incorporating IG procedure for GRIHA requirement during construction/ post construction.
3	Office will provide the same to HLL; Bidders/Vendors are requested to visit the site proposed for installation of High Energy Linac.
4	The bidders are required to submit the plan for the HIGH ENERGY LINAC Centre on a Site - Modification basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of High--Energy LINAC Centre
5	The scope of work as per regulatory guidelines will be provided and finalised by HLL and respective GRMC Gwalior and NSCB Jabalpur
6	The bidder should inspect the site and submit the required structural and architectural drawings along with the bid.
7	The bidder has to work in conjunction with the consignee institute to facilitate all statutory local and regulatory approvals.
8	While preparing the plan, the following aspects have to be addressed.
a	Care should be taken to provide easy negotiation of the patient stretchers / trolleys through corridors and doors.
b	Adequate Radiation shielding as per AERB norms
c	Furniture like desk, chairs, shelves etc.
d	Patient stretcher and other furniture / accessories to make the functional.
9	The cost of Site - Modification work for the area measuring 200m ² and Air-conditioning of 24 TR capacity will be considered for Ranking / Evaluation purpose.
10	Bidder should include the price of following component of Site - Modification
a	Civil works like sq.ft/cubic ft, running metre, Kg etc
b	Electrical work like per metre price, unit price for panel, isolation, etc
c	Public health (plumbing and sanitary fittings) like per metre length of pipe, number of points, etc
d	Air Conditioning (HVAC) – rate per tonnage, type of false ceiling and sq.ft rate, etc
e	Interior Furnishing & Furniture
f	Miscellaneous works
	Scope of work for Site - Modification work :
	Bidder should inspect the site before submitting the quote
	The scope of work as per regulatory guidelines will be provided and finalised by HLL and respective GMC. The bidder should inspect the site and submit the required structural and architectural drawings along with the bid.
	The HIGH ENERGY LINAC CENTRE shall consist of the following rooms:
a	LINAC Treatment Room
b	Control room
c	Equipment room
d	Change room

SN	Technical Specification
e	Treatment Planning Room
f	Patient waiting area
g	Chiller room / enclosure
h	AHU room
	Construction work to be done as per the final plan / scheme approved by the Consignee.
	The actual area of Site - Modification works done will be considered for payment, based on the site measurements and the unit rate quoted by the supplier.
	CIVIL WORK
1	Construction / modification work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
	Construction renovation/ modification demolition, exaction, filling work including construction of full or half brick wall if required, plastering, flooring as per the approved plan and equipment layout plan. Necessary openings/ niches/ cut-outs, wherever required as per drawings and asked for by the Engineer-In-Charge, shall be provided by the contractor without any extra cost.
2	Making surface good for floor modification for installing the LINAC.
3	Platform for unloading and shifting the LINAC; if necessary.
4	Cable tray, trench & channel – necessary trenches, cable tray and channels at required locations.
a	a) Flooring
1	600 x 600 mm vitrified tiles with 100mm tile skirting to match in LINAC room , control room, lobby and patient preparation areas, Consultant's room, TPS room etc.
2	50 mm thick cement concrete flooring with Vinyl flooring in LINAC equipment / UPS room.
	Note: Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600mm (thickness to be specified by the manufacturer) Vitrified tile flooring (Marbonite or Grananite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in pattern as detailed in drawing or as directed by the EIC and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the EIC. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & specification and as directed by EIC with 100mm tile skirting to match in LINAC room, control room, lobby and patient preparation areas, consultant's room, TPS room etc.
	Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying levelling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage
3	50 mm thick cement concrete flooring at all heights and locations including scaffolding, preparing the surfaces, neat cement finishing to correct line or as required to receive architectural finish, level and plumb, curing where ever required complete as per specifications and drawings, with Vinyl flooring in LINAC equipment/UPS room.
4	The entire complex will be made rodent/pest proof.
b	b) Painting
1	1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas except LINAC ROOM.

SN	Technical Specification
2	2. LINAC ROOM Walls – High quality High density Vitrified Tiles clad on the side walls up to false ceiling.
	Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over 2 coats of wall putty including primer in all areas except LINAC ROOM, of approved brand and manufacture and approved shade finished with roller to wall & 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 & specification and as directed by EIC.
3	3. LINAC ROOM Walls – High quality High density Vitrified Tiles clad on the side walls up to false ceiling.
c	c) False Ceiling
1	1. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.
	PLUMBING WORK
	1. All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make.
	2. Chiller Piping and control panel.
	Note:
1	1. Tenderers are advised to visit the site of work to acquaint themselves about the levels of sub soil water, drainage facility for dewatering, accessibility to site etc. and quote the rates accordingly.
2	2. All sanitary wares & CP brass fitting & fixtures shall be of first quality with ISI mark (unless otherwise specified) and shall be of the make as per the latest approved list of materials as per list of approved make/model, if any. They shall be got approved by the Engineer-in-charge before incorporating in the work.
3	3. All the items include testing after completion of the work. Concealed/underground GI pipe line is to be wrapped with hessian cloth and painted with two coats of anticorrosive paint. Disposing off: The surplus excavated materials by mechanical transport lead up to 2KM to the nearby dumping pits/dumping areas within Institute identified by Engineer in charge, including all lifts, loading, unloading, stacking etc. complete as per specifications & as directed by the EIC.
	ELECTRICAL WORK
1	The supplier shall be required to specify the total load requirements for the LINAC centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the LINAC centre. The mains panel & distribution panel should be provided by the supplier. Few lights in each room shall be connected to the UPS to provide emergency lighting.
2	The electrical work shall include the following:
a	Wiring – All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
b	All the internal wiring including that of telephone, LAN, DICOM & PACS etc. will be of concealed variety.

SN	Technical Specification
c	Double earthing with copper plate for the LINAC and all accessories should be as well as the earthing for the AC should be done by the supplier.
d	Switches light and power points should be of modular type and of standard make as listed below.
	General lights – Mirror optical type 1 x 28 W or 2 x 28 W/CFL fittings 2 x 36, 3 x 36 W with electronic ballasts.
	AIR CONDITIONING:
	All rooms mentioned above need to be air-conditioned. Package Air Conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby provision to function 24 x 7.
	The outdoor units of AC should have grill coverings to prevent theft and damage.
	Ventilation is required in toilet.
	Environment specifications:
a	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
b	Temperature ranges: 22 +/- 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
c	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier
	FIRE SAFETY MEASURE:
1	A fire alarm system of reputed make with smoke/ heat detectors, indicator panels, call boxes, electronic sirens and wiring will be installed. Audio call bell system with intercom & remote locking /unlocking facility to be provided at the main door of the complex.
2	Supplying, Installing Dry chemical power type fire extinguisher of 5kgs capacity, with initial filling in brand new cylinder with powder coated finish, fitted with Gun metal union, high pressure CO2 gas cartridge, discharge hose, wall mounting bracket etc. complete, confirming to IS:2171 of approved make & complete as directed by EIC.
	FURNITURE:
a	Revolving chairs height adjustable, medium-back with hand-rest – 10 no.s.
b	Chairs for patient waiting area – Three-seater (chrome plated). - 4 no.s.
c	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – 4 no.s
d	Drug trolleys for patient preparation area. – 1no.
e	Patient trolley with rubber foam mattress to be kept in the patient preparation room. - 2 nos.
f	Name boards for all rooms. All the rooms in the complex will be signposted.
g	Sun film & ventilation blinds will be put up in all windows.
h	Tables for all Workstations. Office table - 01 (one)
i	Changing rooms should have change lockers and dressing table.
j	Dustbins (plastic with lid) - 10 no.s. ; Shoes Rack - 02 no.s.
	All furniture items should be of standard make as mentioned in the table below.
	MISCELLANEOUS:
1	LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size.– 4 Nos.

SN	Technical Specification
2	Cabling of Network (LAN) connectivity and required CISCO switches for networking the LINAC, TPS, CT simulator, Brachytherapy and any other workstation used within the site.
3	Broadband connection with static IP for REMOTE SERVICE of LINAC system.
	GENERAL POINTS:
1	All items of work under this contract shall be executed strictly to fulfil the requirements laid down under "Basis of design" in the specifications. Type of equipment, material specification, methods of installation and testing and type of control shall be in accordance with the specifications, approved shop drawings and the relevant Indian Standards, however capacity of each component and their qualities shall be such as to fulfil the above mentioned requirement
2	The rate for each item of work included in the schedule of quantities shall, unless expressly stated otherwise, include cost of;
3	All materials, fixing materials, accessories, appliances tools plants, equipment, transport, labour and incidents required in preparation for and in the full and entire execution, testing, balancing, commissioning and completion of work called for in the item and as per specifications and drawings.
4	Wastage on materials and labour
5	Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other labour necessary in and for the full and entire execution and for the job in accordance with the contract documents, good practice and recognize principles.
6	Mode measurement shall be as per specification
7	In the event of conflict between schedule of quantities and other documents including the specifications, the most stringent shall apply. The interpretation of the Architect/ Engineer shall be final and binding
	The following items to be quoted
	1. Closed circuit cameras of reputed company should be provided in the examination room, console room, linear accelerator and waiting areas.
	2. Patient waiting hall: Provision of 42" size flat screen colour television with close cabinet & DTH disc with setup box & CD/DVD Player.
	3. Music system for all rooms and waiting areas in the centre.
	WARRANTY: applicable from the date of commissioning approval by AERB.
	5 Years for complete System and 5 years CMC: includes 4 preventive maintenance / year and all breakdown visits
	All bought out items used in system / supplied by the bidder should also be included in the warranty.
	UPTIME GUARANTY (95 %) / PENALTY CLAUSE
	Penalty Calculation will be as under:
	In Up time: 95% Uptime for Advanced High Energy Linear Accelerator(LA) System, Penalty will be calculated on 95% of 365 days.
	High Energy Linac: INR 30,000 per day
	Penalty will be calculated 6 hours after telephonic/ SMS/ Email information to the vendor.
	TRAINING OF STAFF

SN	Technical Specification
	<p>Off-Site Training The vendor should provide comprehensive training on Linear Accelerator, Treatment Planning and Oncology Information system in a well advanced center for six persons (two Radiation Oncologist, two Medical Physicist and two RT technologists). The training period should be at least for one (1) week.</p>
	<p>On-Site Training The vendor should provide comprehensive training by application specialist for the Linear Accelerator, Treatment Planning, CT-Simulator and Oncology Information system at the site on installation and to the full satisfaction of the Head, Department of Radiotherapy. The training period should be atleast for four weeks. The institution reserves the right to split this four weeks training in phases for optimal learning and usage of the unit</p>
	<p>EQUIPMENT CERTIFICATION</p>
	<p>AERB type approval : : please enclose certification</p>
	<p>US FDA /Eurpean CE 4digit Notified Body/BIS approvals : : please enclose certification(s).</p>
	<p>Manuals: User/Technical/Maintenance manual to be supplied in English.</p>
	<p>Linac Beam Data/ Clinical Commissioning support Vendor shall provide the Golden data or representative beam data of linear accelerator photon and electron central axis, profile dose curves, as well as flatness and symmetry profiles measured at manufacturer place to verify the measured data at the time of clinical commissioning. The vendor/company must depute the expert, to acquire the requisite AERB data, at the site of installation from the procurement to installation and clinical start</p>
	<p>Safety System as per IEC / AERB standards Door interlock Emergency switches Various Beam off interlocks</p>
	<p>Added Para</p>
	<p>Certificate pertaining to IEC specifications</p>
	<p>Average life of the Quoted Units.</p>
	<p>Leakage Radiation as per IEC / AERB standards Head leakage.As per Standard Collimator transmission. As per Standadrd</p>
	<p>OTHER INFORMATION</p>
	<p>No. of similar models: India / World (enclose list of institutions)</p>
	<p>No. of certified engineers in India (enclose list of names)</p>
	<p>Remote Diagnosis Facility (India / Abroad) availability</p>
	<p>Provide compliance to all points listed above</p>
	<p>ANY OTHER DETAILS</p>

SN	Technical Specification
	<p>1. . Latest Version of software and Hardware .Vendor should provide free software update during warranty and CMC period.</p> <p>2. If any Item/Items of the entire LINAC System which is/are required for the full functioning of the equipment mentioned in specification, but inadvertently missed in specifying in the many terms. The same shall be supplied without additional cost by the L1 Vendor.</p> <p>3.Two no of TPS Server with 128 GB or more RAM . There shall be at 10TB on storage for plan storage in addition to OIS Storage</p> <p>4. Networking of the all the system of radiation oncology department like CT Simulator , LINAC and TPS must be done</p> <p>5. Chiller & Online UPS System</p>
	<p>Software and Hardware Five Years warranty of all software and hardware and networking and software service agreement till ten years. All software updates should be free of cost.</p>
	<p>Utility Requirements Power supply i) Power conditioner shall be installed to provide precise voltage regulation and protection for the linear accelerator on offer and it should work on three phase 400-440 V / 50 Hz power.</p>
	<p>ii) UPS of suitable rating with voltage regulation and spike protection for 30 minutes back up for whole linear accelerator systems (including associated TPS, server etc.) should be provided</p>
	<p>Water Chiller System</p>
	<p>i) Vendor shall provide a fully automatic water chiller system for sufficient cooling of the linear accelerator.</p>
	<p>ii) The chiller system shall incorporate remote control and alarm panel with warning facilities.</p>
	<p>iii) The water chiller system shall be provided along with the machine by the principals or</p>
	<p>International standard system Note:Any other Consumable, Accessories and other Required Utility for Installation , testing ,and proper function of the whole system for clinical used are Provided (Free) by the Vendor function of the whole system for clinical used are Provided (Free) by the Vendor .</p>

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

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

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

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.
4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:
 - a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least twice in six months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, during the CMC period
 - b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
 - c) Cost of CMC will be added for Ranking/ Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
 - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
 - e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
 - f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
 - g) All software updates should be provided free of cost during CMC.
 - h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
 - i) The payment of CMC will be made as stipulated in GCC Clause 21.

5. Site Modification Work:

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

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

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

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

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

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

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

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

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - e. telephone number
 - f. fax number
- 02 Plant and machinery details:
- 03 Manufacturing process details:
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed in **last Five years from the date of Tender Opening, at least 40% of the quoted quantity** (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed **at least one contract in the last five years from the date of tender opening** of medical equipment anywhere in India of the same manufacturer.
Note: In support of 2(a) & 2(b) above, the Tenderer shall furnish Performance statement. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender. In case of GeM contract, Consignee Receipt & Acceptance Certificate (CR&AC) will also be considered as performance certificate.
3. The Bidder should submit a 'Credit Limit Certificate' of at least **₹ 30,00,00,000** (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a **"Scheduled Commercial Bank as per list issued by RBI from time to time"**. The Credit limit certificate **should be valid for 12 months from the date of issuance**.
4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2022, should be at least **₹ 25,00,00,000** (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. The bidders/ firms identifying as MSE and or start-up firms are exempted from fulfilling criteria at Sl. No. 2, 3 and 4 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements. In case any bidder is seeking exemption from above criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
Under MSE category, only manufacturers for goods are eligible for exemption from EMD and exempted from fulfilling criteria at Sl. No. 2, 3 and 4 stated above. Traders are excluded from the purview of this Policy.
6. Bidders quoting equipment manufactured in countries sharing land border with India shall have to comply with GFR Rule 144 (xi) and have relevant registration.
Bidder should submit following declaration on their letter head regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification dated 23-Feb-2023 and its subsequent amendments/ clarification, if any:
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from

such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”

or

Evidence of valid registration by the Competent Authority shall be attached.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. [Applicable for Works contracts, including Turnkey contracts] Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
8. **This tender is not reserved for Make in India bidders as the item has been exempted vide Ministry of Finance OM vide Ref. F.4/1/2023-PPD dtd 03.04.2023.**

NOTE:

1. The tenderer shall give an affidavit as under:

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

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

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

3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser
5. **The bidder should submit the manufacturer’s production capacity, meeting the quantity**

requirement and delivery schedule requirement of this tender document.

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

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

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

Section – X
TENDER FORM

To,

Date _____

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION – XI
PRICE SCHEDULE

Price bid format/ template is provided as along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

SECTION – XII
QUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the CPPP Portal

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

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPPP portal as per provision available

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION – XIV
MANUFACTURER'S AUTHORISATION FORM

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

_____ (please provide reason here).

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

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

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

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

Yours faithfully,

[Signature with date, name, designation and Email]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note:

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

CEO

HLL Infra Tech Services Limited

Procurement and Consultancy Division

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

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

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM - A

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

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

Contract No _____ dated _____

This is in continuation to this office’s Notification of Award No _____ dated _____

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

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

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

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

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

Total value (in figure) _____ (In words) _____

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

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

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

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

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____

dated _____

Between

(Address of Head of Hospital)

And

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

Total value (in figure) _____ (In words) _____

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Site Modification Work (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least twice in 6 months

commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

6. All software updates should be provided free of cost during CMC.
7. The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
9. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
10. **Paying authority:** _____ (name of the consignee i.e. Hospital authorised official)

(Signature, name and address
of Hospital authorised official)

For and on behalf of _____

Received and accepted this contract.

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorized representative)

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

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

SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment /plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

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

Section – XIX
Consignee List

Sl. No.	Name of Hospital and Address	State
1.	NSCBMC Jabalpur	Madhya Pradesh
2.	Any other Govt. Medical Colleges	Madhya Pradesh

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

APPENDIX – A

No.F.4/1/2023-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

513, Lok Nayak Bhavan,
Khan Market, New Delhi,
03.04.2023

OFFICE MEMORANDUM

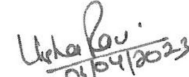
Subject: - Relaxation for procurement of certain items through Global Tender Enquiry (GTE) -reg.

The undersigned is directed to refer this Department OM No. 4/1/2022-PPD(pt) dated 21.06.2022 and OM No. 4/1/2022-PPD(pt) dated 25.11.2022 vide which certain medical equipments and drugs were exempted from the instructions related to GTEs issued by this department on 15.02.2020.

2. On the request(s) of Ministry of Health and Family Welfare (MoH&FW) on 22.03.2023, these exemptions are being extended for one year i.e. till 31.03.2024 or further orders, whichever is earlier. As requested by MoH&FW, exemptions will now be available only for 364 Medical Devices (Annexure A) and 70 Drugs (Annexure B).

3. This issues with the approval of Finance Secretary.

Encls: As above.


03/04/2023

(Usha Rani)

Under Secretary(Procurement Policy)

Tel.24621304

email: usha.rani64@gov.in

To,
All the Secretaries and Financial Advisors to Government of India.

Copy to:
Secretary (Coordination), Cabinet Secretariat, Rashtrapati Bhawan, New Delhi.

2533649/2022/PROCUREMENT-I

86.	3D Printer Hardware with SLA (LFS) TM Technology and Machine interface software
87.	Transcutaneous Oxygen Monitor
88.	Non-Invasive Jugular Oximetry Monitor
89.	Dedicated Solid- state cardiac SPECT Camera
90.	Hemodynamic Recorded for Cardio Vascular Lab
91.	Gel Documentation System
92.	Automatic Colony Counter
93.	Droplet Digital Polymerase Chain Reaction System (PCR)
94.	Multi-block PCR Machine
95.	Integrated Automated Charting System upgradable for ICU Monitoring Systems
96.	Viscoelastic Global coagulation Testing Device
97.	3 feet IVF workstation with stereo microscope & camera
98.	384 well block, 96- well block and open array real-time PCR system
99.	Advanced High Energy Linear Accelerator (LA) System
100.	Agarose Gel Electrophoresis System
101.	Air Particle Counter
102.	Ambulatory blood pressure Monitor Continuous Glucose Monitoring System
103.	Anaerobic work station with gas cylinder complete
104.	Animal Stimulator Software for Pharmacology
105.	Antibiotic Zone Reader
106.	Apheresis Machine
107.	A TLS Practising Manikin
108.	Autoanalyzer immunoassay (chemiluminescence based) - fully automated with UPS back up
109.	Automated bacterial identification system
110.	Automated Capillary DNA Sequencer

APPENDIX-B
INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ___31ST ___ day of the month of ___ 2023 ___

Between

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

And

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

Preamble

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

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

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

NOW, THEREFORE,

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

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

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

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with HITES.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder (s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

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

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

Clause.5. Consequences of Violation / Breach

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

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

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

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

iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in Para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

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

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Shri Radhakrishna Kini A, IPS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri Radhakrishna Kini A, IPS (Retd.) Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel: 0120 4071500 Email: arvkini2004@yahoo.co.in , iem1@hllhites.com	Shri Santanu Mukherjee, Managing Director, State Bank of Hyderabad (Retd.) Independent External Monitor (IEM) Office: HLL Infra Tech Services Ltd B-14-A, sector 62, Noida 201307, U.P Tel: 0120 4071500 Email: santanu96@gmail.com , iem1@hllhites.com
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- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

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

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

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

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

Clause.11. Other legal Actions

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

Clause.12. Validity and Duration of the Agreement

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

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

Clause.13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

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