

# GLOBALTENDER ENQUIRY DOCUMENT

FOR PROCUREMENT OF  
HELA and MRI 3T

FOR VARIOUS HOSPITALS/MEDICAL COLLEGES/INSTITUTES  
ACROSS INDIA

**HITES/PCD/RAD/01/24-25**

*Through*



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

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

Phone: 0120-4071500; Fax: 0120-4071513

URL: [www.hllhites.com](http://www.hllhites.com)

Email: [pcmpcd5@hllhites.com](mailto:pcmpcd5@hllhites.com)

## INDEX

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
Section I	– Notice inviting e-Tender (e-NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	05
Section III	– Special Instructions to Tenderers (SIT) -----	25
Section IV	– General Conditions of Contract (GCC) -----	26
Section V	– Special Conditions of Contract (SCC) -----	41
Section VI	– List of Requirements -----	42
Section VII	– Technical Specifications -----	45
Section VIII	– Quality Control Requirements -----	93
Section IX	– Qualification Criteria -----	94
Section X	– Tender Form -----	97
Section XI	– Price Schedules -----	98
Section XII	– Questionnaire -----	99
Section XIII	– Bank Guarantee Form for EMD -----	100
Section XIV	– Manufacturer's Authorisation Form -----	101
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	102
Section XVI	– Contract Form (A & B) -----	103
Section XVII	– Proforma of Consignee Receipt Certificate -----	107
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	108
PROFORMA 'B'	Affidavit For Land Border Sharing Declaration-----	110
Section XIX	– Consignee List-----	111
Appendix A	Public Procurement (Preference to Make in India), Order 2017-----	112
Appendix B	– PRE-CONTRACT INTEGRITY PACT -----	127

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

**Tender Enquiry No.: HITES/PCD/RAD/01/24-25**

**dated 29-11-2024**

- 1) Procurement & Consultancy Services Division of HLL INFRA TECH SERVICES LIMITED (a fully owned subsidiary of HLL Life care Limited, a Govt. of India Enterprise) invites e-tenders in two bid system (technical and price bid) from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods for various Hospitals/Medical Colleges/Institutes across India.

Sl. No.	Tender ID	Name of the Item	Qty. (set)	Total Estimated Cost	Tender processing Fee (Incl. of GST@18%)	EMD Amount (Rs.)
1	2024_HITE_216792_1	Advance High Energy Linear Accelerator	4	Rs. 116,00,00,000	Rs. 11,800	2,32,00,000.00
2	2024_HITE_216792_2	MRI 3.0 T	4	Rs. 100,00,00,000	Rs. 11,800	2,00,00,000.00

**Note:**

- 1. Processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)**

(1) Tender timeline:

Sl. No.	Description	Schedule
	Last date of receipt of Pre-Bid queries	04-12-2024, 05:00 PM
a.	<b>Pre-bid meeting date, time&amp; venue</b>	Through Video Conferencing by clicking on below link: <a href="https://meet.google.com/rae-mvof-hnm">https://meet.google.com/rae-mvof-hnm</a>  Thursday, December 5 · 11:00am onwards
b.	Closing date & time for submission of online bids	20-12-2024, 01:00 PM
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	21-12-2024, 02:00 PM
d.	Closing Time and date of opening of online bids	21-12-2024, 03:00 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

- \* 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 read with subsequent amendment(s).

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

3. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.hllhites.com](http://www.hllhites.com) or [www.eprocure.gov.in/cppp](http://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](http://www.hllhites.com) or <https://etenders.gov.in/eprocure/app>.
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

### **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)**  
**CONTENTS**

<b>Sl. No.</b>	<b>Topic</b>	
<b>A</b>	<b>PREAMBLE</b>	
1	Definitions and Abbreviations	
2	Introduction	
3	Availability of Funds	
4	Language of Tender	
5	Eligible Tenderers	
6	Eligible Goods and Services	
7	Tendering Expense	
<b>B</b>	<b>TENDER ENQUIRY DOCUMENTS</b>	
8	Contents of Tender Enquiry Documents	
9	Amendments to Tender Enquiry Documents	
10	Clarification of Tender Enquiry Documents	
<b>C</b>	<b>PREPARATION OF TENDERS</b>	
11	Documents Comprising the Tender	
12	Tender Currencies	
13	Tender Prices	
14	Indian Agent	
15	Firm Price	
16	Alternative Tenders	
17	Documents Establishing Tenderer's Eligibility and Qualifications	
18	Documents Establishing Good's Conformity to Tender Enquiry Document	
19	Earnest Money Deposit (EMD)	
20	Tender Validity	
21	Digital Signing of Tender	
<b>D</b>	<b>SUBMISSION OF TENDERS</b>	
22	Submission of Tenders	
23	Late Tender	
24	Alteration and Withdrawal of Tender	
<b>E</b>	<b>TENDER OPENING</b>	
25	Opening of Tenders	
<b>F</b>	<b>SCRUTINY AND EVALUATION OF TENDERS</b>	
26	Basic Principle	

Sl. No.	Topic	
27	Scrutiny of Tenders	
28	Minor Infirmary/Irregularity/Non-Conformity	
29	Discrepancy in Prices	
30	Discrepancy between original and copies of Tender	
31	Qualification Criteria	
32	Conversion of Tender Currencies to Indian Rupees	
33	Schedule-wise Evaluation	
34	Comparison of Tenders	
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	
36	Tenderer's capability to perform the contract	
37	Contacting the Purchaser	
<b>G</b>	<b>AWARD OF CONTRACT</b>	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	
39	Award Criteria	
40	Variation of Quantities at the Time of Award	
41	Notification of Award	
42	Issue of Contract	
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	
44	Return of EMD	
45	Publication of Tender Result	
46	Corrupt or Fraudulent Practices	

## 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
- Appendix B - Integrity Pact

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested 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 <https://etenders.gov.in/eprocure/app>. **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 [pcmpcd5@hllhites.com](mailto:pcmpcd5@hllhites.com) and [bmenoida@hllhites.com](mailto:bmenoida@hllhites.com). The purchaser will respond to such request provided the same is received by the purchaser **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 *CPPP 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.
- xxiii) ***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.***

## **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 goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid

## **13. Tender Prices**

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

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

#### 13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

#### 13.5.2 Local Duties & Taxes, if any applicable:

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

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

#### 13.5.3 Customs Duty:

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

#### 13.5.4 Goods and Services Tax (GST):

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

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

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

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

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

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

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices for same BOQ items shall be considered 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
- 19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 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: HDFC BANK LTD, NOIDA, UTTAR PRADESH

IFSC Code: HDFC0000088

## **20. Tender Validity**

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

## 21. Digital Signing of Tender

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

### D. SUBMISSION OF TENDERS

## 22. Submission of e-Tenders

- 22.1 The tender shall be submitted online only.

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

- a) Scanned copies of tender processing fee and EMD
- b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- c) Tender Form as per Section X
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept. / Agencies
- f) Copy of PAN 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 2022, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- q) 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.
- r) ***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.***

**(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.
- f) **The price quoted shall be valid for 2 (Two) years from the date of techno-commercial opening.**

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 25<sup>th</sup> July 2016.](#))

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

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

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

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

## **34. Comparison of Tenders**

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

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

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

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

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

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

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

**Note: “If the bidder is a MSME, it shall declare in the bid document the UdyogAadhar 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 therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within 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)**

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>	<b>Page No.</b>
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 45	Award of Contract	No Change	-

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

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

#### **AWARD OF CONTRACT**

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

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

<b>Sl. No.</b>	<b>Topic</b>	
1	Application	
2	Use of contract documents and information	
3	Patent Rights	
4	Country of Origin	
5	Performance Security	
6	Technical Specifications and Standards	
7	Packing and Marking	
8	Inspection, Testing and Quality Control	
9	Terms of Delivery	
10	Transportation of Goods	
11	Insurance	
12	Spare parts	
13	Incidental services	
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	
15	Warranty	
16	Assignment	
17	Sub Contracts	
18	Modification of contract	
19	Prices	
20	Taxes and Duties	
21	Terms and mode of Payment	
22	Delivery	
23	Liquidated Damages	
24	Termination for default	
25	Termination for insolvency	
26	Force Majeure	
27	Termination for convenience	
28	Governing language	
29	Notices	
30	Resolution of disputes	
31	Applicable Law	
32	Withholding and Lien	
33	General/Miscellaneous Clauses	

## **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 three percent (5%) 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.

Note:

- a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e. from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd.

- b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.

## **12. Spare parts**

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
    - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

## **13. Incidental services**

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

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

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

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

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

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

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

**B) For goods imported from abroad**

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

**15. Warranty:**

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The warranty shall remain valid as per tender requirement\_ 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:-
    - 2) Any kind of motor.
    - 3) Plastic & Glass Parts against any manufacturing defects.
    - 4) All kind of sensors.
    - 5) All kind of coils, probes and transducers.
    - 6) Printers and imagers including laser and thermal printers with all parts.
    - 7) UPS including the replacement of batteries.
    - 8) Air-conditioners
    - 9) Replacement and repair will be under taken for the defective goods.
    - 10) All kinds of painting, civil, HVAC, mechanical and electrical work



- 11) 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
- (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.

##### **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 prepaid 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

**Note: Following documents required for release of Turnkey/site modification payment:**

- a. Layout approval (Initial and As Built) from Head of the Institute or it's authorized representative with specified area in square feet.
- b. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- c. Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.

**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. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)

- 30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

### **31. Applicable Law**

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

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

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

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

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



**SECTION – V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

**7. Packing and Marking**

7.4 Plastic packaging materials must adhere to prescribed limits as per the Environment Protection Rules established by the Government of India from time to time and be compatible with existing waste management infrastructure for efficient disposal and recycling. The use of plastic & materials in packaging shall be subject to regulations aimed at minimizing environmental impact, including but not limited to requirements for biodegradability, recyclability, and adherence to specified limits on plastic content, in alignment with sustainable packaging practices. These stringent parameters aim to mitigate the adverse environmental impact.

7.5 Plastic Sheet or like which is not an integral part of multilayered packaging and cover made of plastic sheet used for packaging, wrapping the commodity shall not be less than fifty (50) microns in thickness except as specified by Central Government where the thickness of such plastic sheet impair the functionality of the product (Rule 4(d) of PWM Rules, 2016 (amended)).

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	Department	Qty	Unit	Warranty Period	CMC Period
1	2024_HITE_216792_1	Advance High Energy Linear Accelerator	Radiation Oncology	4	Set	5 years	5 years
2	2024_HITE_216792_2	MRI -3 .0 T	Radiology	4	Set	5 years	5 years

**Part II: Required Delivery Schedule:**

- a. For Indigenous goods or for imported goods if supplied from India:  
120 days from date of Notification of Award to delivery at consignee site or within 90 days from the date of site readiness whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.  
Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later.  
For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.
- b. For Imported goods directly from foreign:  
120 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.  
Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later  
For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness.
- ii) Supplier has to submit Performance Security as per tender clause to HITES within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- iii) Supplier has to submit other relevant documents for opening of LC to HITES within 14 days of placement of order or site readiness for delivery whichever is later. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- iv) 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.
- v) 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.

- vi) 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.

**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:**

Warranty period as per details in general technical specification and as specified in Part I above.

- i) For HELA:

Warranty period will be 60 months **commencing from first patient treated as per AERB norms.**

- ii) For MRI:

Warranty period will be 60 months from the date of installation, commissioning and acceptance.

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

**Part VI:**

**Required Terms of Delivery and Destination:**

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

At Consignee Site(s)

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

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

**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**

**Item No. 1 (Tender ID: 2024\_HITE\_216792\_1)**  
**Advance High Energy Linear Accelerator**

Sealed tenders (sealed separately as the “Technical Bid & the Price Bid-in duplicate) are invited directly from the manufacturers/principals to supply, install and maintain one state-of-the-art Medical Linear Accelerator for the Department of Radiation Oncology. The purpose of the Linear Accelerator (LINAC) is to provide the basic, advanced and specialized techniques of radiation therapy for cancer using megavoltage X-rays and electron beams for external beam radiotherapy (EBRT). The Linear accelerator system includes linear accelerator (LINAC), treatment planning system (TPS), oncology information system (OIS), dosimetry and quality assurance equipment and patient positioning and immobilization devices with scope of turnkey work of bunker to accommodate the equipment.

**System Overview**

An Advanced, state-of-the-art technology, latest model of high-energy medical linear accelerator (LINAC) having photon and electron beam radiation equipped with a multileaf collimator (MLC) and an electronic portal imaging device (EPID) and kilovoltage cone-beam CT (KV-CBCT) and other features to perform various radiation treatment techniques such as three-dimensional conformal radiotherapy (3D-CRT), intensity modulated radiation therapy (IMRT)/volumetric modulated arc therapy (VMAT), image-guided radiotherapy (IGRT), surface guided radiotherapy (SGRT), stereotactic radiosurgery and radiotherapy (SRS/SRT), stereotactic body radiotherapy (SBRT), 4D Radiotherapy (4DRT) and flattening-filter free (FFF) beam technology.

**General Requirements of Equipment Safety and Standards.**

1. The offered linear accelerator model shall be of FDA (USA) and CE (Europe) certified medical device.
2. The offered linear accelerator model shall be of Atomic Energy Regulatory Board (AERB) national radiation safety regulatory body type-approved equipment.
3. The offered linear accelerator model shall have all IEC compliance of LINAC in terms of coordinates and scales as per IEC 1217 nomenclature and standard and also adherence to international basic safety standards apply to all medical equipment that produce ionizing radiation.
4. It should be capable of integrating with standard networking and PACS systems available in the market.
5. The system shall have the following features of technical specifications:

## A. Linear Accelerator System (LINAC)

S. No	Features	Technical Specification
<b>I. Photon beam Characteristics</b>		
1	Photon Beam Energies	The machine shall be capable of delivering three photon energies of 6, 10 and 15MVX-ray beams.
2	Flattening-Filter-Free Beams	The machine shall be capable of delivering two photons of 6 MV and 10MV with flattening filter free (FFF) mode.
3	Dose Rate	<ul style="list-style-type: none"> <li>i) Dose Rate in conventional mode: Range from 100 to 500 MU/min or more at depth of the dose maximum for TSD 100cm for 10x10 cm<sup>2</sup>.</li> <li>ii) High Dose Rate in FFF mode: Minimum of 1000 or more MU/min for 6MV and 2000MU/min or more for 10MV.</li> <li>iii) Dose rate in Arc mode: It shall have continuously variable dose rate. Specify the range in terms of MU/deg</li> </ul>
4	Beam Quality-FF Beams	Specify the beam penetrative quality parameters for all offered photon beam energies with FF: <ul style="list-style-type: none"> <li>i) depth of maximum dose (dmax)</li> <li>ii) percent depth dose at 10cm depth (D10) or</li> <li>iii) quality index, TPR 20,10</li> </ul>
5	Beam Quality-FFF Beams	Specify the beam penetrative quality parameters for all offered photon beam energies with FFF : <ul style="list-style-type: none"> <li>i) depth of maximum dose (dmax)</li> <li>ii) percent depth dose at 10cm depth (D10)</li> <li>iii) field intensity at 10cm depth (measurement at three points from the central axis for 10X10 cm<sup>2</sup> and 30x30 cm<sup>2</sup> or above).</li> </ul>

6	<u>Beam Profile</u> Beam Flatness  Beam Symmetry  Beam Penumbra	i) The field flatness is defined as the maximum variation from the x-ray dose delivered within the central 80%FWHM region, normalized to the dose output at beam center line.  ii) The beam flatness shall be within $\pm 3\%$ . Specify the same.  iii) The field symmetry is defined as the maximum difference between the x-ray dose delivered to any two points that are equidistant and symmetrical about the central axis and within the central 80% FWHM region, at 10cm depth.  iv) The beam symmetry shall be within $\pm 2\%$ . Specify the same for both FF and FFF beams.  v) The field penumbra is defined as the width between the 20% and the 80% isodose lines measured for 10 X 10 cm <sup>2</sup> at depth of 10 cm at 100 cm SSD.  vi) The beam penumbra shall be within 10mm. Specify the same.
7	Radiation Leakage Limit	Radiation leakage limits shall be within appropriate national and international regulatory agency guidelines as follows:  i) Photon leakage: The photon leakage rate at any point one meter from the target outside the cone defined by the primary x-ray collimator shall be less than 0.1% of the absorbed dose at the isocenter.  ii) Collimator transmission: The movable collimators shall not permit transmission of radiation exceeding 0.5% of the central axis dose at Dmax measured in air for both photon energies  iii) Neutron leakage: The neutron leakage rate should not exceed 0.2% expressed in neutron dose equivalent (Sivert) when added to the photon leakage for a 10 x 10 cm field at the isocenter at any point one meter from the target when the jaws are closed

## II. Electron Beam Characteristics

1	Electron Beam Energies	The machine shall be capable of delivering at least five electron beam energies ranging from 4 or 6 to 20MeV.
2	Dose Rate	<p>i) Conventional dose rate mode: The variable dose rate range from 100 to 600 MU/min shall be available.</p> <p>ii) High dose rate mode: A high dose rate electron mode for total skin electron therapy shall be provided with a minimum dose rate of 2500 MU/min or above for the 4 or 6 MeV electron beam.</p>
3	Field Size	<p>i) The electron beam field size is defined by the inside dimensions of the electron beam applicators projected geometrically to a plane surface at 100 cm SSD.</p> <p>ii) A minimum of five applicators with variable sizes range from 6 x 6 cm to 25 x 25 cm shall be provided.</p>
4	Beam Quality	Specify the electron beam quality specification parameter such R50 depth of ionization all offered electron beam energies.
5	Beam Flatness	The maximum percent variation of the electron intensity at 100 cm SSD at $D_{max}$ shall not exceed 5% (within the central 80% of the longitudinal and transverse axes relative to the central axis) for field sizes from 10 x 10 cm to 25 x 25 cm and for all the electron beam energies.
6	Beam Symmetry	<p>i) The maximum percent variation in the average electron intensity to the longitudinal and transverse halves of the electron field at <math>D_{max}</math> for a 10 x 10 and 25 x 25 cm field at 100 cm SSD shall not exceed <math>\pm 2\%</math> at gantry angles of 0, 90, 180 and 270 degrees.</p> <p>ii) The average electron intensity is the average of the maximum and minimum points within the central 80% of the field for each of the axes.</p>



7	Beam Penumbra	Specify the penumbra (distance between 80%-20% isodose level at the depth of 0.5x R90). The maximum penumbra shall not exceed 1.75cm for all offered energies
7	X-ray Contamination	The x-ray contamination of the electron beam shall be less than 5% of the maximum dose for all energies specified.
<b>III. Dose Monitoring System</b>		
1	Dose Monitoring System	<p>i) An independent system of two or three internal ionization chambers with built-in digital electrometer should be equipped for monitoring dose, dose rate, beam symmetry and beam steering, with associated interlocks.</p> <p>ii) Radiation beams the beam symmetry shall be less than or equal to 2% and the flatness less than or equal to 3%.</p> <p>iii) An independent back-up timer to indicate accumulated monitor units (MU) if any power failure occurs shall be equipped.</p> <p>iv) The reproducibility tolerance for the dose monitoring system with various measurements such as dose output versus dose rate &amp; dose output versus gantry angle shall be better than 1% or 1 MU.</p>
<b>IV. Linear Accelerator</b>		
1	Magnetron or Klystron	The system must provide with either Magnetron or Klystron as the radiofrequency (RF) micro power source. The warranty should be at least for 5years. (Pro-rata guarantee is not acceptable).
2	Standing/Travelling wave Guide	Standing or travelling type of wave-guide along with the bending magnet, target assembly, vacuum ion-pump should be offered a warranty of 5 years. (Pro-rata guarantee is not acceptable).
3	Target Type & Materials	Specify the target type and materials in details.
4	Flattening Filter	Specify the flattening filter materials in details
5	Electron Gun & Focal Spot	Electron gun should have warranty of minimum 5 years and the beam focal spot should be within 3 mm diameter.
<b>V. Mechanical Features</b>		
1	Isocenter	The mechanical isocentre shall have a maximum diameter of less than or equal to 2 mm for all three rotation axes (collimator,

		gantry and treatment couch).
2	Gantry	A motorized gantry with isocentric design, 100 cm SAD, isocentre clearance greater than 30 cm, and gantry rotation shall be within $\pm 180^\circ$ .
3	Collimator & Field Size	A collimating head with motorized rotation of at least $\pm 90^\circ$ . The maximum photon beam field size shall be 40 cm $\times$ 40 cm (50% isodose level) at the isocentre.
4	Asymmetric jaw	Asymmetric jaws shall be capable of independent movements of all jaws. At least one set of jaws to cross the central axis over 10 cm shall be possible. Specify the jaw positional accuracy, jaw speed and travel range.
5	Light/Radiation Field	A light field to indicate the radiation field aperture and a reticule to indicate the principal axes and collimator axis of rotation shall be possible. The light/radiation field coincidence shall be less than or equal to 2 mm.
6	Optical Distance Indicator	An optical distance indicator with a range of at least SAD of $\pm 20$ cm shall be possible.
7	Multileaf Collimator	<ul style="list-style-type: none"> <li>i) An integrated multileaf collimator (MLC) with at least 60 pairs to provide maximum field size of 40x40 cm<sup>2</sup>. shall be provided.</li> <li>ii) The MLC leaf width resolution of not more than 5 mm at the isocentre for central field size of 20x40 cm<sup>2</sup> and 10mm for remaining outer area shall be possible.</li> <li>iii) 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.</li> <li>iv) Specify all other physical characteristic parameters of the offered MLC.</li> </ul>
8	Wedge System	System shall be equipped with internal, physical or dynamic wedges providing wedge angles up to 60°. 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.
9	Optical Front and Back Pointer	A front pointer to locate the mechanical isocentre and an optical back pointer shall be provided.
10	Treatment Table/Couch System	<ul style="list-style-type: none"> <li>i) A treatment table/couch with motorized lateral, longitudinal and vertical movements with isocentric table rotation up to <math>\pm 90^\circ</math> shall be possible.</li> <li>ii) 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.</li> </ul>

		<p>iii) The table-top shall be of carbon fibre, free of metal or other radio-opaque materials.</p> <p>iv) 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.</p> <p>v) The lateral range of the couch shall be at least <math>\pm 20</math> 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.</p> <p>vi) The sag of the couch top shall be less than 5 mm with a patient of 80 kg weight. The couch shall be able to take a maximum weight of at least 180 kg.</p>
9	Hand Pendants	Hand pendants in the treatment room to allow control of linear accelerator and treatment couch movements shall be provided.
10	Patient Alignment Laser System	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.
<b>VI. In-room Image Guidance System</b>		
1	Electronic Portal Imaging System	<p>i) Integrated amorphous silicon based electronic portal imaging device (EPID) panel mounted on a motorized arm for digital portal imaging shall be provided.</p> <p>ii) System shall be capable of performing on-line and offline 2D MV IGRT corrections strategies.</p> <p>iii) The motorized arm holding the panel shall allow retraction of the panel and allow positioning of the panel at various positions at and below the mechanical isocentre with a range of lateral and longitudinal offsets.</p> <p>iv) The panel shall include an anti-collision system.</p> <p>v) Specify the system active imaging area, spatial and contrast resolution, image acquisition rate, lateral, longitudinal and vertical travel range.</p> <p>vi) Necessary image quality assurance and maintenance tools shall be provided.</p> <p>vii) EPID based 2D portal dosimetry system for IMRT and VMAT patient pretreatment verification for available energies including FFF beams shall be provided.</p>
2	Cone-Beam CT Imaging	i) System shall have an integrated amorphous silicon based flat panel detector and kilovoltage (KV) x-ray source/tube

	System	<p>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 correction strategies.</p> <ul style="list-style-type: none"> <li>ii) System shall be capable of acquiring images such as 3DCBCT, pretreatment interfraction 4D-CBCT, either during treatment intrafraction 4D-CBCT or Triggered Imaging, Gated CBCT and Extended Length CBCT etc.</li> <li>iii) System shall be capable of performing reconstruction methods of either Feldkamp back projection (FDK) algorithm and/or iterative algorithm.</li> <li>iv) System shall be capable of manual registration, automated bone registration, automated soft tissue registration or gray value based registration methods.</li> <li>v) All Advanced image registration methods of commercially available shall be provided.</li> <li>vi) The offered 3DCBCT image quality should be sufficient to delineate target and critical structure volumes for adaptive planning dose calculations.</li> <li>vii) System shall be able to transfer images to (from) EPID/CBCT from (to) treatment planning system (TPS).</li> <li>viii) Specify the KV generator KV, MAs and exposure time ranges and their accuracy.</li> <li>ix) 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.</li> <li>x) Specify CBCT imaging FOV, HU accuracy and uniformity, spatial resolution, low contrast resolution and slice thickness range as available.</li> <li>xi) Necessary IGRT commissioning and quality assurance phantoms for HU water calibration, image quality phantom, CBCT electron density phantom, and daily MV-KV isocenter alignment QA phantom with analysis software system, KVP multi meter for measuring KVP and tools for measuring focal spot size shall be provided.</li> </ul>
<b>VII. Surface Image Guided Radiotherapy System</b>		
1	System Overview	An optical surface imaging system for surface guided radiotherapy (SGRT) shall be provided for the application of patient setup, intra-fraction patient position and target motion monitoring, respiratory gated treatments, frameless cranial radiosurgery and patient safety with following specifications.
2	Optical Camera System	i) System shall have minimum three optical camera pods in

		<p>treatment room and one in the simulation room and shall have a combination of a projector and camera units to capture and reconstruct a real-time 3D surface of the patients.</p> <p>ii) The optical surface imaging system shall have technologies of either the stereo vision or structured light and laser scanner based.</p> <p>iii) Vendor shall specify the scan volume (field of view coverage), image resolution (pixels size) and the scan speed (frame rate) of the offered imaging system.</p>
3	Software Application System	<p>i) Vendor shall provide one software application system inside the treatment room and one in the treatment control console with necessary interface connectivity with treatment system to perform the surface image guided treatment. The system shall have the following functionalities:</p> <p>ii) Use the reference surface image relative to the treatment isocenter position to calculate the necessary correction of the patient position in automatic 6DOF of translational and rotational directions.</p> <p>iii) Real-time motion monitoring of the patient surface throughout the treatment session.</p> <p>iv) Shall have either real-time coaching tools or audio-video feedback goggle systems for better patient breathing pattern reproducibility.</p> <p>v) Provide the guidance for correcting patient posture, such as chin and arm position for better improved patient positioning.</p> <p>vi) The automatic beam hold capability if the patient moves out of a predefined threshold.</p> <p>vii) Able to perform either rigid or deformable image registration.</p> <p>viii) Able to perform either prospective gated treatment at DIBH or retrospective gated treatment in free-breathing conditions.</p> <p>ix) Specify about motion management interface compatibility with commercially available linear accelerators top-end models for prospective or retrospective gated treatment.</p> <p>x) Capable of imaging with bolus accessories.</p> <p>xi) The positioning accuracy of less than 1mm/1° for frameless SRS.</p> <p>xii) Capable of having integrity with existing peripheral systems.</p> <p>xiii) Capable of automatic DICOM RT import/export and network-based data storage.</p>

4	Calibration, Commissioning and Quality Assurance System	Vendor shall provide the system calibration, commissioning and quality assurance (QA) phantoms, accessories/tools/system for periodic QA, and end-to-end QA solution for clinical validation and implementation.
5	Safety Features	<ul style="list-style-type: none"> <li>i) System shall have the capability of patient facial or other features and accessories recognition for safety.</li> <li>ii) System shall have the capability of having in-built collision detection mechanism.</li> </ul>
6	Patient open-face mask immobilization system	i) Vendor shall provide the patient immobilization open-face masks system for 50 patients of cranial SRS treatments.
<b>VIII. Respiratory Motion Management System</b>		
1	Respiratory Monitoring, Control and Gating System for 4DRT	<ul style="list-style-type: none"> <li>i) An active breathing control system to perform both active breath hold image acquisition and treatment and also for automated respiratory gated treatment including gated VMAT shall be provided with necessary gating system and gating interface system.</li> <li>ii) Shall provide two portable system and the same should allow it to be used in treatment and CT simulation imaging room.</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>i) Respiratory synchronized system for respiratory synchronized image acquisition and prospective and retrospective gated treatment shall be provided.</li> <li>ii) System shall be of latest, advanced model commercially available with audio-visual coaching device monitor for better breathing pattern reproducibility.</li> </ul> <p>(iii). Shall provide two portable system and the same should allow it to be used in treatment and CT simulation imaging room</p>
<b>IX. Treatment Delivery Techniques</b>		
1	2D and 3DCRT	i) 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).
2	IMRT and VMAT	i) The machine shall be capable of delivering static and dynamic intensity modulated radiation therapy (IMRT) and also volumetric modulated arc therapy (VMAT). Specify

		<p>about how VMAT delivery is achieved.</p> <p>ii) Capable of delivering high quality intensity modulated fields using fractions of MU.</p> <p>iii) Specify the linac performance for small MU delivery</p>
3	SRS/SBRT	The machine shall be capable of performing frameless image guided stereotactic radiosurgery (SRS) and stereotactic body radiotherapy (SBRT).
4	4D and Respiratory Gated Radiotherapy	The machine shall be capable of delivering Deep Inspiration breath-hold (DIBH) and also respiratory-gated treatment to account for phase of respiration of all moving tumors.
6	Electron Beam Therapy	The machine shall be capable of delivering electron beam treatment for superficial tumors.
7	Total Skin Electron Therapy	The offered Linac shall be able to deliver total skin electron therapy (TSET) with 4 MeV or 6 MeV. In case, if the vendor provides linac with 6 MeV for TSET, the necessary energy degrader system and other accessories shall be provided.
<b>X. Treatment Control Console, Display and Accessories</b>		
1	Treatment Control Console	<p>i) All the functions and modes of the accelerator shall be controlled via software, computerized control console system outside the treatment room.</p> <p>ii) The console shall allow activation of the controls so that the accelerator is operational in its various forms.</p> <p>iii) The most important parameters shall be visible in the control console and treatment room.</p> <p>iv) The console shall have a dual login system with various hierarchical modes, including clinical, physics and service modes.</p> <p>v) The console shall interface with an OIS for record and verification of patient treatments.</p>
2	CCTV System	<p>i) A closed circuit colour television system (CCTV) system for viewing of the treatment room from the console shall be provided.</p> <p>ii) There shall be at least two in-room cameras at different locations in the treatment room and the in-room cameras shall have pan and zoom capability.</p>
3	In-Room Monitor	An in-room monitor with display of treatment parameters shall be provided inside the treatment room.

## XI. Radiation Safety Features

The following radiation safety features shall be provided:

- i) Beam-on and beam-ready illuminated signs at the entrance and within the treatment room.
- ii) Ionizing radiation trefoil warning sign at the entrance.
- iii) Facility access interlocks.
- iv) Last person out button/last man out switch.
- v) Audio visual communication between the treatment room and control room.
- vi) Emergency-off buttons in the treatment room and control room.

## XII. Utility Requirements

1	Power supply	<ul style="list-style-type: none"> <li>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.</li> <li>ii) UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up for whole linear accelerator systems (including associated TPS, server etc.) should be provided. Resettable over current breaker shall be fitted for protection.</li> </ul>
2	Water Chiller System	<ul style="list-style-type: none"> <li>i) Vendor shall provide a fully automatic water chiller system for sufficient cooling of the linear accelerator.</li> <li>ii) The chiller system shall incorporate an automatic back-up facilities, remote control and alarm panel with warning facilities</li> <li>iii) The water chiller system shall be provided along with the machine by the principals or international standard system</li> </ul>
3	Air Conditioning	Specify temperature, relative humidity and air conditioning or air changes required per hour for the offered system.
4	Environmental Requirements	As the LINAC is housed in a concrete bunker to provide radiation protection for staff and members of the public, vendor shall provide the recommendation for operation and storage conditions. The environment inside the linac shall be of climate-controlled, with appropriate temperature and



		humidity control systems, including monitoring to avoid premature material disintegration and/or device failure.
<b>XIII. Equipment Warranty and Maintenance Contract</b>		
1	5 years of Warranty	<p>The vendor shall give mandatory on-site warranty for first five years from the date of commissioning of the entire Linac system (including for all locally supplied items including consumables like batteries of the UPS, printer cartridges etc) from the Principals, except for the wave-guide, beam-bending magnet assembly, electron gun, X-ray tube &amp; RF system, which shall carry guarantee for 10 years.</p> <p>During the warranty period, all the software updates should be provided for free of cost.</p>
2	5 years of Comprehensive Annual Maintenance Contract (CAMC)	<p>i) Vendor shall provide comprehensive annual maintenance contract (CAMC) rate year-wise for quoted machine other accessories for next 5years after warranty period.</p> <p>ii) Spare parts kit should be available for minimum of 10 years and price must be included in the offer.</p> <p>iii) Minimum 95% uptime warranty/guarantee during warranty and CAMC period shall be provided.</p>
<b>XIV. Staff Training and Documentation</b>		
1	Off-Site Training	The vendor should provide comprehensive training on Linear Accelerator, Treatment Planning and Oncology Information system in a well advanced center for three persons (one Radiation Oncologist, one Medical Physicist and one RT technologist). The training period should be at least for two weeks.
2	On-Site Training	On-site application training shall be provided for minimum four weeks to all staff members in the department.
3	Linac Beam Data	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.
4	Manuals	User/Technical/Maintenance manual to be supplied in English.

### XV. General Terms & Conditions

1	Lowest (L1) Bid Selection	All items are standard features and considered for L1 calculation.
2	List of existing installation of the quoted model equipment	A list of installations existing in the county with satisfactory service certificate, if available from the user, may be submitted to support the claim of a good performance of the equipment. The supplier shall mention the number of installations in India and worldwide, for the quoted model only. Such installations should have been supplied directly by the quoting firm itself. Current performance and status report from the user departments for the model quoted shall be provided.
3	Compliance Statement	All claims regarding meeting the specification should be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. The vendors shall submit point-wise compliance statement in regard to the specifications asked for in the tender and should mention corresponding page numbers matching with the technical details in the compliance statement.
4	Penalty Clause	Penalty at the rate of Rs.20,000 per day for short falling of 95% uptime guarantee. If the machine lies non-functional for a period of more than two weeks continuously, the same penalty will be imposed even if 95% uptime clause is met with for the given calendar year.
5	Uptime Guarantee	During warranty and the CMC period, the uptime of the system shall be at least 95% of the 365 days in a year. If downtime exceeds 5%, there shall be a penalty of Rs.20, 000/ per day.
6	Calculation of Uptime	The machine shall remain in working condition/fully functional for minimum 347days (being 95% of 365 days) during the year. For leap year, the machine shall remain in working condition/fully functional for minimum 348 days (being 95% of 366 days) during the year. Sunday and other holidays as per the institute policy would be counted calculation of uptime, if the machine was in working condition/fully functional on both days i.e the day preceding Sunday/holiday and the day succeeding Sunday/holiday. Further, routine maintenance as per scheduled agreed by user would be counted towards calculation of uptime. In case downtime is more than 5 hours on any particular day during normal working hours of the

		institute the same day would not count towards uptime calculation.
7	Calculation of Downtime	<p>Down time calculation would start from the reporting of the down time by the representative of the institute by agreed mode of communication i.e. telephonic communication or email or as per the data of the remote access of the machine(s) by supplier, if any, whichever is earlier.</p> <p>The down time would be calculated by deducing total uptime period as defined above from total days of the respective year. Year for the calculation of Uptime/downtime as the case may be would be considered from 01<sup>st</sup> January to 31<sup>st</sup> December of the respective year. For purpose of the downtime calculation breakdown of the machine shall be calculated as under. If no radiotherapy is possible then its complete breakdown. If only some functions of the machine are not working for example the EPID or electron cone or laser is not functional in that case it shall be considered as partial breakdown equivalent to 50% of the complete breakdown for calculation purposes.</p>
8	Price Guarantee Statement	The supplier shall also give a commitment that the price quoted for the equipment's in the tender is the minimum price quoted to any institution in the country for similar terms & conditions; whether Government, semi-Government, autonomous or non-Government; in the recent times (preceding six months) and shall remain so for at least the next six months subject to variations in the foreign exchange rates, if applicable.

## **B. Treatment Planning System Technical Specification**

### **System Overview**

The treatment planning system (TPS) is a software application used for the planning of radiotherapy treatment of cancer. The treatment planning system (TPS) shall be capable of performing conventional 2D planning, conformal 3D-planning, inverse treatment planning for IMRT and VMAT and 4D-treatment planning for clinical application of various standard and advanced treatment delivery techniques in radiotherapy. The TPS shall have modules of (i) imaging and registration (ii) contouring/segmentation (iii) planning optimization and dose calculation (iv) plan review and evaluation (v) beam modeling with necessary hardware systems.

## General Requirements

### The TPS shall include:

1. **Two treatment planning workstations** with dose calculation licenses and **three virtual simulation workstations** without dose calculation licenses shall be provided.
2. The system shall have latest technology of hardware and software features commercially available at the time of delivery.
3. Treatment planning workstations, including dual 26' or higher-inch (Radiology standard medical grade) monitor printer, keyboard, mouse with network capability.
4. The system shall be integrated with CT-Simulator, MRI, PET and linear accelerators, oncology information system, dosimetry equipment and hospital PACS system.
5. Display of all relevant planning and treatment system parameters shall be in accordance with the IEC 61217 scale and coordinate convention.
6. Vendor shall provide the each unit price of both TPS and workstations offered.

### The offered system shall have the following technical specifications.

S.No	Features	Technical Specification
1	Imaging and Image Registration	<ul style="list-style-type: none"><li>i) System shall enable import of patient data sets from various imaging modalities that are used to facilitate target definition using the DICOM standard.</li><li>ii) Image import shall be achieved through direct connectivity and also provision to be used through CD/DVD media.</li><li>iii) The Networking with picture archiving and communication system (PACS) system.</li><li>iv) System shall support for CT, MRI, CBCT, and PET registration.</li><li>v) System shall use both rigid and deformable image registration</li><li>vi) Specify the type of DIR methods available in the offered system.</li><li>vii) Deformable image registration shall be capable of fusing CT and CBCT images.</li></ul>

2	Contouring/ Segmentation	<ul style="list-style-type: none"> <li>i) Contouring tools shall allow the definition in 3D of structures, including target, organs at risk and patient outline.</li> <li>ii) 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.</li> <li>iii) System shall have ability to add bolus structures to the patient data set of various shape and density.</li> <li>iv) System shall be capable of 3D visualization of patient data display, beam display and dose distribution display.</li> <li>v) System shall have the following advanced contouring and segmentation functionalities: <ul style="list-style-type: none"> <li>a) Multi-modality contouring</li> <li>b) 4D image dataset support- MIP, AIP, and minIP image creation</li> <li>c) Auto PET SUV contouring</li> <li>d) Advanced Boolean operations</li> <li>e) Atlas-based autosegmentation</li> </ul> </li> </ul>
---	-----------------------------	--

3	Planning, Optimization and Dose Calculation	<p>The offered system shall have the following basic and advanced planning and optimization functionalities:</p> <ul style="list-style-type: none"> <li>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.</li> <li>ii) 2D, 3D, electron planning and composite planning</li> <li>iii) Field-in-field forward IMRT planning</li> <li>iv) Dynamic conformal arc planning</li> <li>v) Static and dynamic IMRT and VMAT planning</li> <li>vi) 4D treatment planning</li> <li>vii) SRS/SBRT treatment planning</li> <li>viii) Automated planning using Scripting application-based planning or Protocol-driven template based planning.</li> <li>ix) Physical DVH based optimization, Biological optimization and Multi-criteria optimization (MCO)</li> <li>x) The photon beam algorithm shall use advanced kernal methods such as convolution/superposition, Boltzmann transport ACUROS or Monte- Carlo based.</li> <li>xi) The electron beam algorithm shall be based on Monte Carlo methods.</li> <li>xii) Photon beam and electron beam algorithms shall calculate the dose to the patient considering the 3D nature and heterogeneity of the patient data set.</li> <li>xiii) The dose calculation grid shall be user adjustable for desired, better dose calculations accuracy.</li> <li>xiv) The system shall allow the dose prescription to a point, volume or isodose line.</li> </ul>
---	---	--

4	Plan Review and Approval	<ul style="list-style-type: none"> <li>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.</li> <li>ii) System shall also have the Radiobiological model-based treatment response evaluation tools such as BED/EQD or TCP and NTCP.</li> <li>iii) System shall be able to generate, view and transfer DRRs.</li> <li>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.</li> </ul>
5	Beam Modeling	<ul style="list-style-type: none"> <li>i) Comprehensive beam modeling module shall allow the configuration of complete geometric and dosimetric models for treatment unit with photon and electron beams.</li> <li>ii) The module shall have the following features: <ul style="list-style-type: none"> <li>1. Ability to import measured beam profiles and output factors.</li> <li>2. Ability to model dynamic, fixed and internal wedges.</li> <li>3. Tools to allow the comparison of the beam model and measured data.</li> </ul> </li> <li>iii) Security features that protect beam data and beam models from modification.</li> <li>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.</li> </ul>
6	Plan Output and Networking Connectivity	<ul style="list-style-type: none"> <li>i) A laser printer for A3/A4 output of isodose distributions, beam shapes and treatment plan parameters shall be provided.</li> <li>ii) System shall allow export of beam block shapes to a third party block cutting device.</li> <li>iii) System shall allow export of approved treatment plans and DRRs to an oncology information system (OIS).</li> <li>iv) System shall be capable of connecting with existing Elekta linear accelerators with VMAT capability in the department and necessary DICOM-RT import and export shall be possible.</li> <li>v) System shall have HL-7 and IHE-RO compliant capability.</li> </ul>
7	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.

8	Date Storage and Back-up Facility	<p>i) Vendor shall provide Rack-mounted server having storage capacity of 20TB along with integrated oncology information system.</p> <p>(ii). Specify the strategies for storage back-up, archive and retrieval of the data.</p>
---	-----------------------------------	---

### C. Oncology Information System Technical Specification

#### System Overview

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

1. The offered OIS shall be compatible with existing OIS, Linac and TPS in the radiation oncology department of the respective consignee.
2. Either single server or two server (one for data storage and one for image storage) having data storage capacity of 20TB and **Three OIS workstations** with concurrent licenses shall be provided.
3. The system shall be integrated with CT-Simulator, MRI, PET and linear accelerators, treatment planning system, dosimetry equipment and hospital PACS.
4. The OIS shall use the DICOM RT standard for transfer of radiation oncology specific electronic information and shall comply with IEC 62274:2005 standards.
5. The OIS shall include a secure, remote servers and workstations at least 23-inch monitors, printer, keyboard, mouse with network capability.
6. An UPS, including an automated daily back-up system to an external hard drive (or equivalent) with auto detect and auto-shutdown after 30 minutes in the event of a power failure.



**The offered system shall have the following technical specifications.**

S.No	Items/Features	Technical Specification
1	OIS Software Workstation	<p>OIS workstations shall be capable of:</p> <ul style="list-style-type: none"> <li>i) Manual data entry of 2D cases, clinical mark-ups and emergencies.</li> <li>ii) Approval and entry of prescriptions and free text setup instructions.</li> <li>iii) Upload of photographic images.</li> <li>iv) Electronic chart checks.</li> <li>v) Image review of DRRs and treatment images (portal and setup)</li> <li>vi) Networking to the TPS to allow import of the patient administration data, beam delivery parameters and DRRs of graphically planned patients.</li> <li>vii) 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.</li> <li>viii) 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 treatment parameters as well as capture and storage of portal and setup images.</li> <li>ix) The workstations should include an in-room alternative monitor to facilitate patient identification and viewing of the setup instructions, including digital images.</li> <li>x) 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.</li> </ul>

2		<b>Software shall have the further following functionalities:</b> <ul style="list-style-type: none"> <li>i) Hierarchical security features, including requirement for authorized approval of the dose prescription and field parameters prior to treatment.</li> <li>ii) Complete log of activities and users.</li> <li>iii) Generation of statistical data according to user-defined fields, e.g. diagnosis and managing consultant.</li> <li>iv) Library of diagnoses according to the WHO <i>International classification of diseases</i>, (ICD-10).</li> <li>v) Ability to correctly log cumulative dose in the event of a treatment interruption or termination.</li> <li>vi) Patient appointment scheduling.</li> </ul>
3	OIS Hardware specification	<p>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.</p> <p>Vendor shall provide Rack-mounted server having storage capacity of 20TB along with TPS.</p>

#### **D. Dosimetry and Quality Control Equipment Specification**

##### **System Overview**

Dosimetry and quality assurance equipment are required to measure of radiation beam output, central axis depth dose and beam profiles and isodose curves for characterizing and modeling and commissioning the LINAC beam in the treatment planning. In addition, the same equipment shall also use for the clinical validation, end-to-end quality assurance of treatment process, patient treatment quality assurance and also for periodic machine quality assurance and quality control procedures as required for national regulatory safety compliance.

##### **General requirements:**

1. All dosimetry, quality assurance equipment offered shall have FDA (USA) and CE (Europe) certified medical device category.
2. Vendor shall quote the separate price for dosimetry and quality control equipment and also the unit price of each items.

S. No	Name of Item/Feature	Technical Specification	Quantity
<b>Reference Dosimetry Equipment</b>			
1	Farmer type ionization chamber	i. Waterproof Farmer type ionization chamber for reference dosimetry with graphite wall material. Active volume approximately 0.6 cm <sup>3</sup> with TNC or BNC connector. SSDL or PSDL calibration in terms of absorbed dose to water in conjunction with an electrometer.  ii. Build-up cap of PMMA based for cobalt-60 and brass based for 6MV, 10MV and 15MV X-ray beams shall be provided.	2 No.  2 No. each
2	Plane parallel ionization chamber	Plane parallel chamber volume with approximately 0.4cm <sup>3</sup> or equivalent for electron beam reference dosimetry with BNC or TNC connector	2 No
3	Reference class electrometer	Single channel electrometer for radiotherapy dosimetry reference class, BNC or TNC connector including carry case.	2 No
4	Small field dosimetry system	The small size 0.07 cm <sup>3</sup> or equivalent ion-chamber having high spatial resolution for measurements in small field and FFF fields for absolute and relative and beam commissioning dosimetry.	2 No
5	Solid Slab phantom	Set of plates manufactured of water equivalent material 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, 0.125 cm <sup>3</sup> or equivalent thimble chamber, 0.4 cm <sup>3</sup> or equivalent plane parallel chambers.	2 No
<b>Relative Dosimetry Equipment</b>			
1	Radiation Beam Data Acquisition System	3D scanning water phantom of square/rectangular shape for linear accelerator beam commissioning dosimetry and annual QA. The system shall have automatic setup for beam center adjustment and auto field alignment capability. The system shall consist of 3D scanning water tank, lift table, water reservoir, electrometer/controller, beam data acquisition software with latest laptop computer, two approximately 0.125cm <sup>3</sup> or equivalent water proof ionization chambers and associated holders and cables.	2 No

	<p>(a) 3D water scanning square phantom</p> <p>(b) Detectors- waterproof two ion chambers with holders.</p> <p>(c) Built-in dual electrometer with control unit.</p> <p>(d) Software system with latest high end configuration laptop system.</p>	<ul style="list-style-type: none"> <li>i. Water tank scanning square/rectangular phantom dimensions of at least to 480 x 480 x 400 mm<sup>3</sup></li> <li>ii. Detector position accuracy of <math>\pm 0.1</math> mm and position reproducibility of <math>\pm 0.1</math> mm.</li> <li>iii. Water tank with motorized scanning capability in the X, Y and Z planes for ionization chambers or diode detectors.</li> <li>iv. A lift table with vertical travel range of 500 mm and rotation in the XY plane of <math>\pm 5</math> degrees.</li> <li>v. A dual electrometer system and control unit with bias range of 50–400 V, minimum resolution of 10 fA, and leakage current &lt;250 fA.</li> <li>vi. A control unit to control movement of moving mechanisms and interface with electrometer.</li> <li>vii. A water reservoir with bi-directional water transport to and from the water tank and volume capacity more than 200 liters.</li> <li>viii. One portable latest high-end model laptop computer with Windows operating system with connectivity to the control unit.</li> <li>ix. Software for data acquisition with scan optimization, data handling and analysis and TPS transfer environment.</li> <li>x. A software feature to allow export of beam profile data or depth dose data in text format to Microsoft Notepad or Excel is desirable.</li> <li>xi. Software modules should allow transfer of beam data to any commercially available TPS.</li> <li>xii. Two waterproof thimble chambers of active volume approximately 0.125 cm<sup>3</sup> or equivalent.</li> <li>xiii. Holders for Farmer, thimble, plane parallel and diode detectors.</li> <li>xiv. Connector cables between the computer, controller and water tank.</li> </ul>	
--	---	---	--

2	Radiochromic films	<p>i. Self-developing radiochromic film with sensitivity up to 20 Gy for radiotherapy dosimetry and QA applications shall be provided initial commissioning time and also as and when the department demands for the same.</p> <p>ii. EBT3 or latest Gafchromic film size: 14 x 17 inch EBT3 or latest Gafchromic film size: 8 x 10 inch</p>	50 sheets each
<b>Quality Assurance and Control Equipment/System</b>			
1	<u>Machine QA Equipment/System</u>  Daily QA	Vendor shall provide the ion chamber based standalone daily QA device/system to perform X-ray and electron output, flatness and symmetry of beam profile, beam energy constancy test etc. for field sizes range from 10x10 to 20x20 cm <sup>3</sup> . It shall be suitable for FFF beams. Vendor shall provide appropriate software system for analyzing, reporting and QA data management.	2 No
2	<u>Patient-Specific IMRT and VMAT Verification QA Equipment/System</u>	The system shall consist of (a) 3D cylindrical phantom (b) 2D ion chamber or diode array based detector (c) software system for IMRT and VMAT FFF beams having advanced comparison and evaluation tools including local and global gamma volume analysis as per AAPM TG-218 recommendations.	2No.
<b>Radiation Safety Equipment</b>			
1	Survey meter	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 µSv/hr – 50 mSv/hr, energy dependence less than 20% in the range of 50 keV–1 MeV, calibration certificate shall be provided.	2 No.
2	Neutron meter (if photon energies 10 MV or higher in clinical use)	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 ±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.	1No.

## **E. Patient Positioning and Immobilization Devices Specification**

### **System Overview**

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.

### **General Requirements:**

1. All patient positioning and immobilization devices offered shall have FDA (USA) and CE (Europe) certified product.
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. Vendor shall the freeze price as rate contract for 2 years for supplying the thermoplastics masks suitable for the offered system.
4. **Vendor shall quote the separate price for patient positioning and immobilization and also the unit price of the items.**

S. No	Item/Feature	Technical Specification	Quantity
<b>Brain</b>			
1	Base Plate	Universal treatment Base plate made of carbon-fiber materials with three-point fixation option with CT-compatible.	5 No.
2	Three-point Thermoplastic Masks	Thermoplastic material suitable for three-point head base frame having good memory for remolding capacity with all necessary support systems.	100 No.
<b>Head and Neck</b>			
3	Base Plate	Base plate made of carbon-fiber materials with five-point thermoplastic masks for head and neck with CT-compatible.	5 No.
4	Five-point Thermoplastic Masks	Thermoplastic material suitable for five-point head and neck frame shall be provided.	100 No.
5	Head Support	Full sets (A, B, C, D, E and F) of Carbon fibre suitable for the above mentioned Brain and Head and Neck Base Plates.	5 each
<b>Breast</b>			
6	Breast Board Supine	Breast board for supine patient treatment made of carbon fibre materials with different angulations, arm support, wrist support with grip hole and knee support having facility for thermoplastics.	2 No.
7	Breast Board	Breast board for prone patient support, capable of	2 No.

	Prone	angling up to 25 degree, including arm and wrist support, CT-compatible.	
<b>Thorax</b>			
8	Wing board or equivalent support system	Wing board or equivalent support system with hand grips having CT-compatible shall be provided.	3 No.
<b>Abdomen and Pelvis</b>			
9	Vacuum bags	Vacuum bag with skin of durable plastic or polyurethane casts in three different sizes (small, medium and large) shall be provided.	10 each sizes.
10	Knee support	knee support	5 sets
11	Feet support	feet support	5 sets
12	Vacuum Compressor	Compressor for vacuum bags capable of both inflates and deflates cycles including connector.	1No.
<b>Paediatric</b>			
13	Three-point thermoplastic masks	thermoplastic material suitable for three-point head base frame	100 No.
14	Five-point thermoplastic masks	thermoplastic material suitable for five-point head base frame	100 No.
15	Paediatric headrests	Supine and prone paediatric headrests	10 No.
16	Vacuum bags	Vacuum bag with skin of durable plastic or polyurethane casts size of 70 cm x 70 cm.	10 No.
<b>Common Other Ancillary Items</b>			
17	Bolus	The bolus build-up materials made up of a solid, homogenous, uniform, tissue equivalent oil gel with a density of 1.03 g/cc approved by FDA for human contact is encased in a tough layer of thin plastic.  Size: 30 x 30 cm <sup>2</sup> Thickness : 0.5, 1.0, 1.5, 2.0 cm	10 each thickness
18	Sciessors (sharp)	Capable of cutting braces	5 sets
18	Eye Shields	2mm tungsten eye shield specifically for 6 and 9 MeV electron radiation, coated with minimum 2mm of dental acrylic.	5 set
19	Shield block	Full Shield set (box)	2
20	Cross Markers	Patient Markers	20 boxes
21	Shield block tray	Both dot and slit cut tray in full carbon	10 each
22	CT Makers	Lead balls (2.5 or 3 mm)	200

24	Treatment Brassieres	Full Brassier Library of 40 cups in portable “caddy”	1
25	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 40-43 cm in order to load the patients. Trolley type and mobile.	1
26	Lasers	Both sagittal and transverse for Mould Room Couch	1

## F. Turnkey Scope of Work for Facility Site

### General Requirements

1. The Supplier should inspect the proposed site wherein the LINAC has to be installed. They are required to prepare and submit plan for the project. The scope of turnkey work includes complete Civil, Electrical, Air-conditioning and Plumbing for the proper functioning of the LINAC. The supplier shall assist the user by facilitating necessary documentations/technical data for regulatory clearances and approvals from AERB (The site plan is attached herewith as Annexure I).
2. The cost of the facility site modification work should be quoted separately and this cost will be considered for L1 calculation.
3. Vendor will have to quote Unit Rates of the following components of Site Modification work.
  - i. Electrical work
  - ii. Air conditioning (HVAC)
  - iii. Flooring
  - iv. Wall Finishing & Painting
  - v. False Ceiling
  - vi. Plumbing.
4. The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.
5. Bidder should clearly mention break-up price of each component of Site Modification work separately.
6. The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
7. Furniture like desks, chairs, shelves etc. Air-conditioning of the LINAC facility and the price quoted for 15 TR HVAC is included for L1 calculation of the bids.
8. The LINAC Facility shall consist of the following rooms:
  - a LINAC Treatment Room
  - b Console room



- c      UPS room
- d      Electrical work

9. The supplier shall be required to specify the total load requirements for the LINAC facility 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 facility. The mains panel and distribution panel for LINAC, HVAC, and LIGHTING should be provided by the supplier. Few lights in LINAC, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
10. The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.

### **THE ELECTRICAL WORKS:**

1. Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, jointbox, switch box etc should be completed. The wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
2. All necessary cabling like LAN, DICOM & PACS for data interface between TPS and LINAC; CT- SIMULATOR & LINAC should be provided with adequate number of terminals.
3. All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
4. Earthing: Double earthing with copper plate for the LINAC and all accessories like UPS and Chiller. The earthing for the AC should be done by the suppliers. The earthing cable/wire shall be routed end -to-end through an insulated conduit.
5. Switches light and power points should be of modular type and of standard make as listed below.
6. General lights – Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts to be provided in all areas. Light dimming facility should be provided wherever it is necessary.
7. All wires used must be FRLS (Fire Retardant with low smoke) type only.

### **AIR CONDITIONING WORKS:**

1. The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
2. In the case of LINAC-CHILLER is placed indoors, the Air-conditioning system should be able to provide adequate ventilation and heat exchange for the same.
3. The outdoor units of AC should have grill coverings to prevent theft and damage.

4. Stand -alone Room Dehumidifiers of adequate capacity for LINAC Room, Console Room and TPS Room to ensure condensation- free atmosphere for the high value equipment.

#### **Environment specifications:**

**Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.**

5. Temperature ranges:  $22 \pm 2^{\circ}$  C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
6. **Air conditioning load:** The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.

#### **FLOORING WORKS:**

1. "600x600 mm vitrified tiles with 100mm matching tile skirting in LINAC Room & Console Room. **Note:** Providing and laying approved quality, colour, design and shade fully homogeneous 600x 600 mm (thickness to be specified by the manufacturer) Vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in pattern as detailed in drawing or as directed by the institute and grouted with matching colour approved quality readymade grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings and specification."
2. 50mm thick cement concrete flooring with 3mm Vinyl flooring in UPS Room / Equipment Room
3. Floor leveling if required to be done by supplier. All installation related floor modification (non structural) like Turntable pit, trench etc to be done by supplier.
4. The LINAC room, Console Room & UPS Room will be made rodent / pest proof.
5. Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.

#### **WALL FINISHING & PAINTING**

1. Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Colour to be approved by institute.

2. Wall Tiles-High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200mm in all rooms; except UPS & equipment rooms. Colour to be approved by institute.

Note: Providing all tools, tackles, materials, manpower for applying plastic enamel paint over

3. Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings and specifications.

### **FALSE CEILING**

1. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.
2. Vendor should provide the KOPE light with interior decoration in the LINAC room.

### **MISCELLANEOUS:**

1. The LINAC room shall be provided with wall-mounted storage cupboards within LINAC room; to store: Dosimetry & QA Items, LINAC accessories.
2. Sufficient number of Open Racks of high-Quality vendors should be provided to house the immobilization materials; within LINAC room
3. TPS room should be provided with LED X-ray film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size-2 nos.
4. The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminates shutters; to be fixed on the wall above the workstation (approx 1800mm length; 750 mm height; 300 mm depth).

### **FURNITURE:**

1. Revolving chairs height adjustable, medium-back with hand-rest for Control room and TPS room  
- 10 Nos.

2. "Workstation Tables for Console room & TPS room:

The Console room and TPS room should be provided with suitable workstations(s) of reputed brand, to accommodate the various Terminals in Console Room and TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the LINAC and TPS. And also Shoe Rack- 02 shall be provided.

**LIST OF ITEMS AND SUGGESTED**

**MANUFACTURERS.** A      **ELECTRICAL**

1.      **CABLES** - Gloster, Universal, Polycab
2.      **WIRES** - Finolex, Havells, V-Guard, RR Kabel, Gloster, Anchor
3.      **SWITCHES** - Legrand, L&T, Crabtree , Roma, MK, Crabtree
4.      **DISTRIBUTION BOX**, MCB - Legrand, L&T, Siemens, Havels
5.      **LIGHT FITTINGS** - Philips / Crompton / Kesselec-Schreder / Wipro.

B      **AIR CONDITIONING** -Daikin, Hitachi, Blue Star, Voltas

C      **FURNITURE** -Hermen Miller, Godrej, Featherlite, Wipro

D      **FALSE CEILING** - Armstrong, Saint, Gobain, Luxalon.

\*\*\*\*\*

**Item No. 2**  
**(Tender ID: 2024\_HITE \_216792\_2)**

**MRI-3 .0 T**

Sl. No	Technical Specification of 3.0 T MRI		
	Whole body 3.0 Tesla Magnetic Resonance Imaging system optimized for higher performance in cardiac and neurological examinations with short superconducting magnet, high performance gradients and digital Radio frequency system. The system should have 32 channels RF system. The system should be totally new and should not contain refurbished or having recycled items. Silent scanning (noise level <80dB) to be enabled as standard		
	The model should be the latest and launched in or after 2017. The undertaking should be submitted from the manufacturer for the same.		
<b>1</b>	<b>MAGNET</b>		
a	3.0T active shielded super conductive magnet with best homogeneity. Field stability over time should be < or equal to 0.2 ppm/hr		
b	Length should be short with at least 70cm bore diameter.		
c	It should have facilities of better illumination ventilation and designed to avoid patient claustrophobia.		
d	The homogeneity of the magnet should be mentioned in relation to 10, 20, 30, 40 cm DSV. Automatic shimming in phantom should be better than 3.5ppm in 40 DSV.		
e	Please specify upto what FOV gradient linearity is maintained.		
f	Magnet should be shielded from external interferences. Smaller fringe field preferred 5 Gauss and 10 Gauss Line in X, Y, Z axis specify yours Quote value for 5 gauss and 10 gauss line. The 5 Gauss line will have to be marked.		
g	Cryogen vessel to be of Helium only with appropriate super thermal shielding and refrigeration facility for minimum Helium boil-off, Specify the Helium tank capacity and boil-off rate.		
h	Helium level monitoring equipment in the magnet and facility for appropriate quick shutdown of the magnet in the event of emergency		
i	Helium refill time should not be not less than 2years. Please mention the helium refill time.		
j	Noise level inside the examination room should be minimum as possible. Specify db level		
k	The vendor should quote model with physiological signal display on gantry if available		
l	Built - in 2-way Intercom facility to communicate with patient is required		
m	Emergency helium release button should be provided at least in two places [inside MR examination room and console room]		
<b>2</b>	<b>Shim system</b>		
a	High performance and highly stable shim system with global and localized manual and auto-shimming for high homogeneity magnetic field for imaging. Specify time for shimming. Quote the number of shim coil used		
b	<b>Off-centre shimming should be possible. System must have Second order/high order shimming.</b>		
c	Auto shim (global and voxel shim) should take minimum time to shim the magnet with patient in position.		
<b>3</b>	<b>Gradient system</b>		
a	Activity shielded Gradient System with strength of at least 44 mT/m at slew rate of 200T/m/sec to be achieved simultaneously for the same FOV & preferably low linearity. The rise time should not be more than 225 micro second to reach the maximum gradient strength. <b>Added Para: The gradient and slew rate value must be actual and should not be compared to 44mT/m and 200T/m/s on the basis of equivalent performing TE/TR values.</b>		
b	These true slew rates should be available in each axis independently, for overall better duty cycle performance of the gradient.		
c	The duty cycle should be 100 percent.		
d	The Gradient system should have provision for eddy current compensation. Mention level of Eddy current compensation in %		

Sl. No	Technical Specification of 3.0 T MRI		
e	Field of View should be at least 45 cm in all three axes.		
f	Minimum TE & TR in 2D/3D should be specified in relation to the sequences.		
g	Minimum Slice Thickness in 2D & 3D should be specified in relation to the sequences.		
h	Echo Train length in both Spin echo and Gradient Echo should be at least 255 or more.		
i	The measurement matrix should be from 128x128 to 1024x1024 in both 2D and 3D imaging as well.		
<b>4</b>	<b>RF system</b>		
a	A fully digital RF system capable of transmitting power of at least 30 KW or more. Suitable technique should be provided for better B1 homogeneity.		
b	It should also have at least minimum of 32 independent ADC or channel independent hardware RF channels with each having bandwidth of 1MHz or more along with necessary hardware to support Quadrature/CP array coils.		
c	It should support Parallel acquisition techniques like ASSET/SENSE/iPAT with a factor of at least 4.		
<b>5</b>	<b>RF Coils</b>		
	The system body Coil integrated to the magnet must be quadrature /CP. In addition to this coil, following Coils (preferably be with equal number of elements as the channels) be quoted. RF coils in addition to main body coil (Transmit / Receive or receive coils) auto tune, array or no tune coils. Coils for the following applications should be available with the system. Circular polarized (CP) Array coils should included in the offer. Coil / RF design should support compatibility to coils manufactured by other manufacturers. Please specify the measures taken to prevent dielectric artifacts. (Quadrature design & EPI compatible) in addition to main body coil. All array coils should be compatible with parallel imaging techniques. Please specify the number of channels and elements available for each coil. Please mention the true acceleration factor for each of the array coils.		
a	32 channels or more head coil-capable of multi frequency MR spectroscopy (1H).		
b	Deleted		
c	Neurovascular coil of 16 channels or more		
d	Spine phased array coil for 32 channel or more acquisition with single or combination of coils. (If more than one coil offered against this point, the offered coils will not be considered against any other applications)		
e	Body phased array coils 32 channels of more (single or in combination) at least 45 cm z-axis coverage for imaging of abdomen, with at least 32 channels acquisition for body parts.		
f	Dedicated coil/coil combination for peripheral angiography of 32 or more channel with coverage of 80cm or more. Dedicated coil if available with vendor should be quoted. If not available, original product datasheet and an undertaking from OEM should be submitted		
g	Suitable Carotid coil .		
h	Breast coil 16 channel or more .		
i	Shoulder coil: a. Dedicated Shoulder coil – 16 channel or more- 1 No b. flex coils – 2nos. (One large and one small as specified below & as per BOQ) i. Shoulder coil: Flex coils (Small) - 4 Channel or more ii. Shoulder coil: Flex coils (Large) - 8 Channel or more OR multipurpose coil of 16 channel or more.		
j	High resolution knee coil 16 channels or more; Tx & Rx.		
k	High resolution foot/ ankle coil – 8 channels or more.		
5.a	The supplier should quote coils or their combinations exclusively for each application. The number of coils should be as per the BOQ . It should be mentioned as independent coils and not having overlapping applications.		
5.b	The bidder should provide line wise break-up for offered number and name/model of the coil against each coil specified in the technical specification & BOQ.		
<b>6</b>	<b>Patient Table</b>		
a	The table should be fully motorized, MRI Compatible computer controlled table movement in vertical and horizontal directions Position accuracy should be +/- 1.0 mm or better.		

Sl. No	Technical Specification of 3.0 T MRI		
b	Should be able to take at least 140 kg load.		
c	The table should have facility for manual traction in case of emergency.		
d	Cushions and other patient comfort accessories. All parts of the table should be protected from liquid spill		
e	The table should have patient hand-held alarm system.		
f	The table should deliver the protocols for automatic bolus chasing in peripheral angio with automatic table movement.		
<b>7</b>	<b>COMPUTER SYSTEM IMAGE PROCESSOR / OPERATOR CONSOLE</b>		
a	Computer should be latest in the industry, fast and efficient		
b	One colour console for acquisition, all calculations, post processing etc Console must have full colour with user define protocols with programmable inter scan delay. Necessary image processor with large RAM for ultra-fast image reconstruction should be provided It should be at least 8 GB RAM.		
c	Computational Speed to match the single shot Echo Planar Imaging (EPI). Interactive angiogram, multi-planar three dimensional (3D) reconstruction, surface rendering, dynamic Imaging, vascular Imaging/angiography. Functional imaging, DTI etc. The main host computer should have at least 18-inch or more TFT/LCD type colour monitor.		
d	The main console should have integrated facility for music system for the patient in the magnet room or dedicated music system should be supplied, if the main console does not have integrated facility for music system		
e	Filming and adequate storage for images and other applications .		
f	Total hard disk memory to be sufficient to store at least 250,000 images of 256 x 256 matrix data size.. Systems offering higher' storage will be preferred. The system should have CD/DVD archiving facility on the main console and work station.		
g	DVD write/CD Read/Rewrite drive for writing of images, spectra and raw data along with the necessary software for reading the Images and spectra on DVD/CD storing capabilities. Provision for archival of k-space data and raw (unprocessed) images.		
h	There should be a provision of retrieval of the reconstruction data (raw files) in an user friendly manner.		
i	DICOM interface to hook DICOM dry/laser camera capable of storing printing 1024 x 1024 matrix size images at least in 16 format without loss of digital resolution.		
j	The system should be capable to connect to PACS through RIS/HIS at no extra cost. Highest version of DICOM connectivity to be provided.		
<b>8</b>	<b>Workstation</b>		
1	One server with 2 node with concurrent licenses to be supplied with the system. Licenses: 2 nos Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the systems simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier.  Hardware: Node: The vendor has to supply the hardware in the form of CPU and Medical grade monitor 18" or more of 2MP resolution. Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 20 TB ( <b>internal/external</b> ) minimum 40,000 concurrent slice processing power and at least <b>128 GB RAM</b> .  The server hardware to be included with 21" or more FT/LCD monitor with dual processor. DICOM 3.0 compatibility and interfacing with other modalities must be possible. The workstation shall have the resolution, software and all functionality of a stand-alone workstation		
2	All necessary software including post-processing software for all offered applications including evaluation for fMRI, perfusion (ASL, T1 perfusion and T2* perfusion), diffusion, DTI with fibre tracking, cardiac evaluation, and other associated post processing like MIP, MPR, surface reconstruction should be provided.		
	The workstation should have the following features: a. Cardiac perfusion analysis, quantitative T1 mapping, with colour metabolite mapping, quantification of the CSF flow data.		

Sl. No	Technical Specification of 3.0 T MRI		
	b. Image Fusion software should be provided for Inter-modality and Intra-modality fusion.		
	c. Software for vascular properties like IAUC, KEP as standard.		
	d. DSA images should be viewable in Subtraction mode.		
	e. Necessary and adequate hardware and software for sending and receiving the patient data {text + images}. Printing of films should be possible from both main console and workstation.		
	f. Workstation should also be able to function independent of the main console. Post processing of the MRS data including for CSI with paramagnetic metabolic mapping		
	g. Capability to calculate colour display of real MTT, real CBV, and real CBF		
	h. Compatibility with data from other MRI system for post processing.		
	i. Output in the form of jpeg, avi / equivalent formats should be possible.		
	<b>Cardiac Package: Two Licenses:</b> The workstation should have display of Cardiac cine images in movie mode with rapid avi creation and should have comprehensive cardiac post processing software including for coronary MRA with regular free upgrades in future. <b>Calculation of ventricular area and volume, stroke volume, ejection fraction and relative ejection fraction, Time volume diagram generation, filling rates and myocardial wall motion, Graphic display of output calculation of flow and velocity parameter with colour coded display of velocity parameters.</b> 3D myocardial tagging should be possible.		
	Cartilage mapping should be quoted as standard		
	Myocardial Mapping (T1 & T2, T2* Map) should be provided as standard.		
<b>9</b>	<b>Data Acquisition</b>		
a	The system should be capable of 2D and 3D acquisitions in conventional, fast & ultra-fast spin echo and gradient echo modes so that real- time online images can be observed if needed.		
b	2D multi-slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).		
c	Minimum 512 x 512 matrix acquisition for all applications.		
d	Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR		
e	3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs		
f	Slice thickness in 2D and partition in 3D to be freely selectable		
g	Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.		
h	Dynamic acquisition number of repeat scans with delay time either identical time interval or selectable.		
i	Auto slices positioning from the localizer images.		
j	Maximum -off centre positioning both anterior-posterior and lateral direction and should be selectable.		
k	Gating: physiological signals like ECG, pulse, respiratory, external signal triggering (interface for triggering input pulse from external source).		
l	Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.		
m	Selection of voxel from oblique slices should be possible while doing spectroscopy.		
n	The application software for image smoothing and edge sharpness etc. for improvement in image resolution should be quoted.		
o	Artifact reduction/motion correction techniques/imaging enhancement/image filtering/image subtraction/addition multiplication/division techniques:		
p	Flow 1st and 2nd order flow artifact compensation.		
q	Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.		
r	Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV phase contrast capability in 2D & 3D mode.		
s	Breath Hold Acquisition for Cardiac and Abdominal Imaging must be possible.		
t	Fat saturation techniques: frequency selective RF pulses to suppress fat signal in the measured image FO. ROI selective (regional) fat suppression should also be given.		



Sl. No	Technical Specification of 3.0 T MRI		
u	Magnetization transfer saturation; OFF-resonance RF pulses to suppress signals from stationary issue in FOV.		
v	Phase contrast capability in 2D and 3D mode.		
w	Image intensity correction.		
x	Breath hold acquisition		
10	<b>EPI mode</b>		
	a. Single and multi shot EPI imaging techniques.		
	b. Data acquisition in all three standard planes (axial, sagittal coronal) and oblique and double oblique planes		
	c. Multi-coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition of every coil should be mentioned.		
	d. Higher matrix acquisition capability in single shot EPI, Acquisition time, TR TE and slice thickness should be clearly mentioned and supported by data sheet reference.		
	e. BOLD, SWI, T2 Perfusion (with all post processing licences as standard)		
	f. Complete Functional MRI of Brain package as standard. 32" size or more LCD/LED based FMRI sytem should be provided.		
	Deleted		
	g. Susceptibility-weighted Phase Imaging to differentiate calcification & haemorrhage.		
11	<b>Imaging sequences</b>		
	a. The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.		
	b. Spin echo (SE); multi-slice single echo, multislice multi-echo(B echo or more) with minimum TR and TE.SE with symmetrical and asymmetrical echo intervals: MT-SE imaging sequence. Compress Sensing & Simultaneous Multislice Imaging should be available		
	c. Inversion recovery (IR) including short TI, modified IRSE, FLAIR, DIR (Double Inversion Recovery) MT and FLAIR.		
	d. Gradient echo (GE) 3D gradient echo with shortest TR and TE, free choice of flip angle selection while maintaining SNR		
	<b>Fast sequences</b>		
	a. Fast spin echo in 2D and 3D mode T1, T2 and PD contrast capable of acquiring maximum number of slices with a given TR a minimum TE. echo train should be at least 128 or more in fast spin echo mode.		
	b. Half Fourier acquisition capabilities should be available with/ without diffusion gradients and in combination with fast spin echo.		
	c. Fast inversion recovery with spin echo.		
	d. Fast gradient spin echo, IR multi-slice multi-echo mode with maximum turbo factor Sequences should incorporate RF focusing to acquire ultra fast gradient spin echo.		
	e. Fast gradient echo sequence should be provided to acquire images in ultra-fast 2D and 3D mode.		
	f. Fat and water suppressed imaging sequences including the sequence which should give 4 contrast (in phase, opposed phase. FAT and Water) images in a single acquisition to be quoted as standard. EPI optimized sequences for T1, T2, PD imaging. perfusion, regular diffusion values {5b, 3 directions), EPI-FLAIR. CPI-IR, IPI-FLAIR diffusion tensor. EP1-MT-FLAIR, tensor diffusion (5b values in minimum in six directions) for diffusion studies. Suitable artifact/fat suppression techniques to be incorporated in the sequence to have optimum image quality. There should be capability of generation of ADC map (isotropic and anisotropy from the regular diffusion and tensor data). Facility of online generation of ADC map should be there. Optimized sequence package for special applications. Small focus DWI should be standard		
	g. MR angio; 2D/3D TOF, 2D/3D Phase contrast (with and without gating) magnetization transfer saturation, black blood angiography for cerebral, pulmonary, abdominal and peripheral vessel For peripheral angio moving table angiography should be offered so that complete limb can be examined in one go Bolus tracking software package should be		

Sl. No	Technical Specification of 3.0 T MRI		
	offered. Sequences for breath hold angiography with contrast enchainment should also be offered.		
	h. NON Contrast Angiography like Native, Inhance, Trance for whole body applications to be quoted as standard.		
	i. Contrast bolus tracking (including single shot whole body MRA, interactive and automatic, etc.		
	J1. The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, multislice 2D, 3D Spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing / post- processing software including colour metabolite maps should be available. J2. Full comprehensive cardiac sequences which includes, (a) MR cardiology package for evaluation of heart in long and short axis with black blood cardiac imaging, (b) package for- prospective and retrospective gating, etc. Advanced Cardiac Applications: morphology, wall motion, perfusion imaging myocardial viability imaging, Myocardial tagging, Cardiac functions including EF, ED/ES volume, Cardiac output, and wall thickness. This processing can be in workstation and console.		
	<b>k. Sequence package for diffusion study including DTI (tractography) in organs like brain.</b>		
	l. Perfusion study in organ systems like kidney, brain, heart etc. Evaluation package for calculating CBV, CBF, MTT, perfusion map etc. Post processing of perfusion should be available in console also.		
	m. Sequences for MRI imaging of joints with Metal implants like WARP/Maverick should be offered		
	p. Hardware and sequences post processing software for MR Elastography of abdomen.		
	q. Contrast Kinematics like TWIST / TRICKS / 4DTRAK should be offered.		
	r. Image fusion should be offered		
	s. Whole body imaging of 200 cm should be offered		
	t. Programming environment under research agreement should be offered for creating and modifying pulse sequences and working on the system.		
	u. Flow quantification in vessels and CSF, hepatobiliary system.		
	v. MRI neurofunctional imaging sequence including BOLD/ Mosaic etc.		
	w. Optimized breath hold sequences for abdominal studies including angiogram.		
	x. Sequence package for functional mapping of brain.		
	y. Internal ear imaging. 3D acquisitions like CUBE. SPACE, VISTA .		
	aa. Susceptibility Weighted imaging should be provided as essential.		
	bb. High SNR even in small FOV should be available. (Specify the details of the smallest FOV and the technique)		
	cc. Non Contrast perfusion Imaging software like 2D/3D-ASL and its post processing should be offered.		
	dd. MR Cholangiography and Pancreatogram: Both breath-hold and respiratory triggered - Specialized sequences and processing to perform MRCP.		
	ee. Pulmonary 2D/3D MRA sequence, including single breath hold sequence.		
	ff. MR ventriculography and Cisternography, Myelography.		
	gg. Parallel acquisition technique such as SENSE/SMASH/ASSET/ GRAPPA , iPAT, ARC and other new sequences to be quoted as standard		
	hh. Specify the factor by which the acquisition time is reduced for similar acquisition with and with out parallel imaging technique. A scan time reduction factor 4 for head, body, cardiac, angio and ortho application is required		
	ii. Flow quantification packages for CSF with dynamic CSF flow imaging, aqueduct. and spinal canal In-line motion correction for uncooperative' patients/pediatric applications, that is motions/patient movement correction sequence and algorithm ( not just faster scanning or parallel imaging techniques ) for non-cooperative/sick patients/children should be provided.		
	jj. Post contrast free breathing radial k-Space filling sequences.		
<b>12</b>	<b>Imaging sequences</b>		
	a. MRS: Proton (1H) MRS- Single voxel (SV), Multi-voxel CSI -2D and 3D- in both short and		

Sl. No	Technical Specification of 3.0 T MRI		
	long TE		
	b. Fat and iron quantification of liver: standard		
13	<b>POST PROCESSING AND EVALUATION</b>		
	a. 3DMultiplanar reconstruction (MPR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice Increments.		
	b. 3D Surface reconstruction and evaluation on reconstructed images with minimum time.		
	c. MIP in 2D and 3D mode, targeted/segmented MIP in any orthogonal axis with minimum processing time and capable of displaying in cine mode.		
	d. Full cardiac evaluation Operator selective or automatic contour mapping and calculation of Cardiac parameters like wall thickness, stroke volume EF, filling rate myocardial wall motion including display of data in label, graph and in cine mode with standard cardiology reporting set in BullsEye method. Blood flow quantification, velocity mapping, pressure gradient quantification shunt quantification, regurgitation calculation, stenosis blood flow, etc. These should be usable on main or on the work station. Evaluation and display of diffusion images, fMRI reference of EPI optimized sequence.		
	e. Full Perfusion imaging with necessary post processing with time intensity graph and other statistical parameters		
	f. Flow quantification and evaluation for vascular (high and low). CSF, bladder outlet and cine display Full Fledged Advanced Functional MRI: Whole brain coverage using high temporal resolution T2* - weighted BOLD) imaging Single-shot EP1 for multi-slice imaging. Complete fMRI processing software, Automatic real-time processing of functional BOLD MR data sets into functional activation map		
	g. Full post processing for SVS, CSI, metabolic mapping with colour coding for BRAIN , BREAST , LIVER & PROSTATE.		
	h. Image statistics: measurement of distance, area, volume (2D and 3D), angle, SD, mean, image addition subtraction, multiplication, division, interpolation, segmental, threshold, histogram (ROC) Evaluation features like zoom, rotation, scroll, image synthesis, multi point T1 and T2 calculation (more than 8) window searching, text dialogues graphics. Sorting, searching, archiving, recalling, etc.		
	The CCTV system with LCD display to observe the patient. Two-way communication should be possible with the patient from the console room		
14	<b>Additional Points</b>		
a	Sequence optimization using compressed sensing/Hyper Sense/Compressed Sense technique should be offered in Neuro, body, cardiac & MSK imaging for all sequence <b>2D/3D</b> Scans. <b>Added Para : The complete package of compressed sense/sensing/hypersense with all available options with the vendor must be offered as standard.</b>		
b	Multi-slice Simultaneous Sequence to provide Better image quality in EPI. Multi-slice Simultaneous Sequence should be offered in TSE sequence, if available.		
c	Sequence to provide IRON and FAT quantification.		
d	<b>Added Para:</b> <b>Estimation of Myelin in the brain (US FDA/European CE/BIS approved for Clinical Usage).</b> <b>Calculation of brain volume .</b> <b>The price for the same should be quoted seperately and will be taken for price ranking.</b> <b>However the order will be placed based on the requirement from the individual consignees.</b>		
15	<b>UPS</b>		
	The system should be provided with the suitable UPS system for the complete system (MR + accessories except Chiller) with at least 30 minutes back up.		
16	<b>DOCUMENTATION</b>		
	a. The dry imager system should have digital DICOM 3.0 dry chemistry camera with resolution of 16 bits/ 500 dpi or more. The system must have at least three online film sizes, and should be capable to print on any of the 8 x 10, 10 x 12, 14 x 17 sizes. The system should be freely configurable by the user, to use any of the above mentioned size. should be supplied with 500 films of each size.		
	b. A colour laser printer for printing colour images and protocols on plane in 1200 dpi resolution		

Sl. No	Technical Specification of 3.0 T MRI		
	and more than 20 ppm		
17	<b>ACCESSORIES</b>		
	1. Storage cabinet for all coils		
	2. MRI Compatible Dual Syringe Pressure injector : Independent dual-Syringe Pressure injector with following Features; Non-ferrous, automatic syringe size detection, performs single and dual phase contrast injections, provides Saline flush delivery and allows timed contrast delivery Must be compatible with 5, 7.5 & 10ml pre-filled contrast syringes and 50 ml syringes for both saline & contrast (20 Nos of 50 ml Syringes with 100 nos. of tube connectors should be provided) Must be able to observe progress of injection and view injection result		
	3. MRI Compatible ECG electrodes (100 no.s Disposable Electrodes for MRI Image gating)		
	5. MRI Compatible ( upto 3 Tesla ) Anaesthesia Machine with atleast 8 inch screen and integrated electronic ventilator, 2 vaporiser, inbuilt suction circle absorber, <b>AGM and remote monitor.</b>		
	a) Capable of ventilating adult, pediatric and neonates.		
	b) Software for ventilation should support Volume control, Pressure control and Pressure support modes and advanced modes (SIMV,PSV) along with integrated suction.		
	c) Should have oxygen, nitrous oxide and air flow meters		
	d) Isoflurane and sevoflurane vaporisers		
	e) All safety alarms		
	f) All consumables required for installation & commissioning of the system should be supplied. Additionally patient circuits should also be supplied as below : Adult size -10 Sets, Pediatric size -3 Sets & Neonate size -02 Sets		
	One MRI compatible Multiparameter Vital Signs Patient Monitor of 5000 Gauss Compliance from isocentre in MRI Room and One Slave monitor in console room with followin modules provision to monitor the following: Monitor should be atleast 10" display		
	a. Heart rate		
	b. wireless ECG		
	c. NIBP – Size of Cuffs (adult & pediatric neonatal)		
	d. Respiration (Capnograph)		
	e. Oxygen Saturation- wireless Pulse oximeter with adult, pediatric probe, and neonatal probes - 2 sets (with the spare probes), Should have plethysmograph perfusion factor		
	f. ETCO2 and ETAA (end tidal anesthetic agents)		
	g. Dual Temperature (adult and pediatric)		
	h. All consumables required for installation & commissioning of the system should be supplied. 200 Nos. of per patient consumables should be provided during supply of the system. Unit price for per patient consumable should be quoted separately and the same should be valid during warranty period.		
	i. IBP module - 2nos		
	7. 3.0T MRI compatible syringe pump – 2 Nos		
	8. Arrangement of Gas lines in recovery room and magnet room – MRI compatible high pressure gas outlet for :		
	a. Oxygen		
	b. Air		
	c. Nitrous Oxide with MRI compatible indexed system.		
	d. Vacuum suction		
	9. MRI Compatible 1 set of Laryngoscope :4 sizes blades- Neonatal, paediatrics, adult, extra		
	10. MRI compatible Magill forceps : Adult & paediatric size- Two each.		
	11. Stylet for endotracheal tube : Ault, paediatric size- Three each		
	12. MRI compatible Clamps 2 Nos : Either towel clip or artery forceps.		
	13. MRI Compatible two IV stands. (if not provided already)		
	14. Two non-magnetic height adjustable patient transfer trolleys, which do not alarm in Ferro Magnetic Detector System, should be provided		
	15. Two Anaesthesia bed/trolley for recovery room		

Sl. No	Technical Specification of 3.0 T MRI		
	16. Walk through Metal detector with multiple fluxgate or equivalent sensor to help detect approaching ferro magnetic hazards and with door ignore function to be installed at entry door of MRI Scanner Room (Zone III type) - 01 no. Must have continuous detection or alert capability following MRI door opening, or following preceding alert. Must allow passage of patient trolley.		
	17. Phantoms to be provided for regular QA studies.		
	18. Complete manuals and other necessary documentation's should be provided.		
	19.MRI compatible Suction Apparatus - 2 nos		
	20. MRI room Oxygen deficiency level monitor 1 no (price to be quoted separately)		
	21. MRI compatible transport ventilator 1 no (Price to be quoted separately)		
	22. MRI compatible wheel chair 1 no (Price to be quoted separately)		
	23. SCREENER FOR IMPLANT DETECTION - 1 No		
18	<b>TRAINING</b>		
	<b>On site Training for a period of 2 Weeks including training on MRI safety and MRI Hazards for Level 1 and Level 2 personnel.</b>		
19	<b>STANDARD AND SAFETY</b>		
a)	Should have import/manufacturing license from Central licensing Authority or State licensing authority of CDSCO for Medical Devices and copy of valid license should be submitted for the quoted model.  In case the vendor has not yet obtained import/manufacturing license from CDSCO for the quoted model, proof of application for CDSCO medical device license to be submitted in the bid document and valid CDSCO license to be produced at the time of supply/ NOA for the quoted model		
b)	Offered system should be BIS / European CE with 4 digit notified body no / USFDA certified.		
20	<b>SITE MODIFICATION WORK</b>		
	a. The system should be installed and handed over in working condition with all necessary electrical, air conditioning and civil work undertaken by the vendor in consultation with the user dept.		
	b. All necessary interconnecting interfaces, cable, modules, and other hardware and software to fully integrate the system for full operational status.		
	The Site-Modification Scope of Work - MRI The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Airconditioning, Fire detection system for the construction of MRI Scan Centre. While preparing the plan, the following aspects have to be addressed		
	a. The MRI should be sited in such a manner; in order to minimise the effect of fringe magnetic field on surrounding areas. The areas lying within 5 Gauss line should be clearly demarcated and cordoned off with adequate warning.		
	b. Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.		
	c. RF shielding for doors, walls, glass viewer etc.		
	d. Furniture like desk, chairs, shelves etc.		
	e. Patient stretcher and other furniture/ accessory to make the scan centre functional.		
	The cost of Site Modification Work for the area of 1500sq.ft and Air-conditioning of Tonnage 25 TR (including standby unit/s) will be considered for Ranking / Evaluation purpose		
	Moreover Bidders will have to quote the Unit Rates of the following components of Site Modification Work and detailed BOQ should be mentioned.		
	a. Civil works (in units like sq.m / cubic m , kg etc)		
	b. Electrical work (in unit s like per metre price , unit price for panel , isolation etc)		
	c. Public health (plumbing and sanitary fittings like per metre of pipe, number of points etc.)		
	d. Air Conditioning (HVAC)-rate of tonnage, type of false ceiling and sq.m rate etc		
	e. Interior Furnishing & Furniture		
	f. Miscellaneous		
	Fire Detection system(consisting fire panel, smoke &heat detectors, hooters, response indicators		

Sl. No	Technical Specification of 3.0 T MRI		
	etc.) for the entire MRI area		
	Scope of work for Site Modification MRI unit works:- The supplier should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed MRI Scan Centres along with technical bid of the tender. The MRI SCAN CENTRE shall consist of the following rooms:		
	a. MRI Room		
	b. Console room		
	c. Equipment room		
	d. Patient preparation room cum patient change room		
	e. Radiologist room		
	The actual area of Site Modification works done will be considered for payment, based on the unit rates and site measurements and as per the area available.		
	Civil work Demolition of existing walls etc and reconstruction under MRI complex is unambiguously included in the Site Modification scope of work. This includes, but is not limited to expanding the area of MRI gantry room so as to make it compliant for installation of a 3T strength magnet.		
	a) Civil construction work including construction of brick wall, plastering, flooring as per the approved plan and equipment layout plan.		
	b) Concrete bed at MRI equipment area.		
	c) Platform for unloading and shifting the MRI should be provided if necessary.		
	d) Platform for Chiller unit would be provided. Fencing and weather protection facility should be provided for the Chiller unit.		
	e) Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.		
	f) All the construction work to be done as per the final plan approved by the purchaser.		
	g) Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.		
	h) The entire complex will be made rodent/pest proof.		
<b>a)</b>	<b>Flooring</b>		
	Anti static Vinyl flooring within the Magnet room Providing and laying approved quality , colour, design and shade fully homogeneous 600 x 600 mm(thickness to be specified by the manufacturer) vitrified tile flooring (Marbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in pattern as detailed in drawing or as directed by the 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 console room , equipment room , patient preparation room, reporting room , patient waiting area and radiologist room. Note: 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 wastages)		
	50 mm thick cement concrete flooring at all heights and locations including scaffolding , preparing the surfaces , neat cement finished to correct line or as required to receive architectural finish , level and plumb , curing wherever required complete as per requirements and drawings , with Vinyl flooring in MRI equipment / UPS room.		
<b>b)</b>	<b>Painting</b>		
	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, MRI equipment room etc. Pre laminated particleboard wall panelling in MRI examination room.		
<b>c)</b>	<b>False Ceiling</b>		
	Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. Finished with white paint or powder		

Sl. No	Technical Specification of 3.0 T MRI		
	coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.		
<b>d)</b>	<b>Plumbing work</b>		
	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. However, the water supply line and drain line will be provided by consignee upto MRI complex under scope of vendor.		
	II. Copper pipes to be used for plumbing the Chiller to the MRI		
	<b>Note:</b>		
1	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		
2	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 campus identified by Engineer in charge, including all lifts, loading, unloading, stacking etc. complete as per specifications & as directed by the EIC.		
<b>e)</b>	<b>Electric work</b>		
	The supplier shall be required to specify the total load requirements for the MRI scan 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 MRI Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting. 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. Switches light and power points should be of modular type and of standard make as listed below.		
	c. General lights – LED light fittings with 500 Lux Illumination		
	d. MRI compatible lights for MRI examination room. The bulbs used within the RF cage should be easy replaceable and locally available.		
	e. All wires used must be FRLS (Fire Retardant with low smoke) type only		
	Added Para : Adequate number of earthing required for equipment and accessories should be provided by the equipment vendor.		
<b>f)</b>	<b>AIR CONDITIONING:</b>		
	i. Total capacity of the Air-Conditioning for the entire MRI scan centre area should be at least 25 TR.(incl. standby airconditioning). However, if the installed system requires more capacity, it will be the responsibility of the supplier.		
	ii. Ductable Split / Ductable package air conditioners may be used according to room requirement and suitability.		
	iii. The outdoor units of AC should have grill coverings to prevent theft and damage.		
	iv. Ventilation is required in toilet.		
	v. Dehumidifier of 110 Liter - 2 Nos. to be provided.		
<b>g)</b>	<b>Environment specifications:</b>		
	i. Relative Humidity range: To be maintained between 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.		
	ii. Temperature ranges: $22 \pm 2^{\circ}$ C in all areas except equipment room which shall be as per requirement of the equipment.		
	iii. Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder		

Sl. No	Technical Specification of 3.0 T MRI			
<b>h)</b>	<b>Furniture:</b>			
	i. Revolving chairs height adjustable, medium-back with hand-rest . – 8 NO.S			
	ii. Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – 3 NO.S			
	iii. Drug trolleys for patient preparation area.- 1 NO.			
	iv. Patient trolley with rubber foam mattress to be kept in the patient preparation room.			
	v. Tables for Workstation nodes- 2 NO.S			
	vi. Changing rooms should have change lockers and dressing table.			
	vii. Dustbins (plastic with lid) : 10 no.s.			
	viii. All the rooms in the complex will be signposted. Sun film & ventilation blinds / curtain will be put up in all windows.			
	All furniture items should be of standard make as mentioned in the table below.			
<b>i)</b>	<b>Miscellaneous:</b>			
	1. Reporting room should have LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. – 2 no.s			
	2. Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc			
	3. Fire extinguisher ABC type of 2kg each as required for the building safety - 5 nos., with initial filling in brand new cylinder with power coated finish, fitted with Gun metal union, high pressure cartridge, discharge hose, wall mounting bracket etc. complete, confirming to IS:2171 of approved make & complete as directed by EIC.			
	4.5 kg MRI compatible fire Extinguisher - 2 nos to be also supplied			
	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>			
<b>SL NO</b>	<b>ITEMS</b>	<b>PREFERRED MAKES</b>		
A	<b>FLOORING VITRIFIED TILES</b>	-Somany, Kajaria , H&R Johnson, RAK india		
B	<b>PAINT</b>	- Dulux, Asian Paints , Nerolac		
C	<b>PLUMBING</b>	- Kohler, Jaguar , Grohe , Roca		
D	<b>SANITARY ITEMS</b>	- CERA, Hindware, Parryware		
E	<b>ELECTRICAL</b>			
1	<b>CABLES</b>	- Finolex, Havells ,V-Guard		
2	<b>SWITCHES</b>	- Legrand, L&T, Crabtree , Roma		
3	<b>DISTRIBUTION BOX , MCB</b>	- Legrand, L&T, Siemens, Havels		
4	<b>LIGHT FITTINGS</b>	- Philips / Crompton / Wipro/Syska		
F	<b>AIR CONDINTIONING</b>	- Daikin, Hitachi, Blue Star, Voltas,		
G	<b>FURNITURE</b>	- Hermen Miller , Godrej , Featherlite,Geeken		
	<b>BILL OF QUANTITY</b>			
<b>S.No</b>	<b>ITEM</b>	<b>Qty</b>	<b>UOM</b>	
1	Whole body 3.0 Tesla Magnetic Resonance Imaging system - 32 channels RF system ; as specified	1	No	
2	System Body Coil - Quadrature	1	No	
3	32 channels or more HEAD coil-capable of multi frequency MR spectroscopy (H1).	1	No	
4	NEUROVASCULAR coil - 16 channels or more	1	No	
5	SPINE: Phased array coil 32 channels or more acquisition (single or combination)	1	No	
6	BODY : Phased array coils 32 channels or more (single or in combination)	1	No	
7	Dediacted coil/coil combination for peripheral angiography of 32 or more channel with coverage of 80cm or more	1	No	
8	BREAST coil - 16 channel or more	1	No	
9	Shoulder coil: a. Dedicated Shoulder coil – 16 channel or more	1	No	



Sl. No	Technical Specification of 3.0 T MRI		
10	Shoulder coil: Flex coils (Large) - 8 Channel or more OR multipurpose coil of 16 channel or more	1	No
11	Shoulder coil: Flex coils (Small) - 4 Channel or more	1	No
12	High resolution foot/ ankle coil – 8 channels or more.	1	No
13	High resolution knee coil 16 channels or more; Tx & Rx.	1	No
14	Suitable Carotid coil .	1	No
15	Server : Thin-client server as per specification	1	No
16	Concurrent licenses for Server	2	No
17	Node Hardware: CPU and Medical grade monitor	2	No
18	Antivirus software for Server / Node	2	No
19	Cardiac Package – License	2	No
	<b>ACCESSORIES</b>		
1	Storage box for all coils	1	No
2	Dual Syringe Pressure injector	1	No
3	Dual Syringe Pressure injector syringes	20	No
4	Dual Syringe Pressure injector syringe connector	100	No
5	MRI Compatible ECG electrodes (disposable)	100	No
6	MRI Compatible Anaesthesia as per specification	1	No
7	MRI compatible Multiparameter Vital Signs Patient Monitor and One Slave monitor, as per specification -qty 1 set	1	No
8	3.0T MRI compatible syringe pump	2	No
9	MRI Compatible sets of Laryngoscope : 4 sizes blades- Neonatal, paediatrics, adult, extra large	1	No
10	MRI compatible Magill forceps : Adult size-	2	No
11	MRI compatible Magill forceps : Paediatric size-	2	No
12	Stylet for endotracheal tube : Adult size	3	No
13	Stylet for endotracheal tube : Paediatric size	3	No
14	MRI compatible Clamps : Either towel clip or artery forceps.	2	No
15	MRI Compatible IV stands	2	No
16	MRI compatible suction apparatus	2	No
17	Non-magnetic patient transfer trolleys	2	No
18	Metal detectors : Handheld	2	No
19	Metal detector: Walk-through	1	No
20	Phantoms to be provided for regular QA studies.	1	LS
21	Walk through Metal detector with multiple sensor and multiple location LED (Zone IV type)	1	No
22	Dry Chemistry laser camera as specified	1	No
	<b>Components of Site Modification Work :</b>		

Sl. No	Technical Specification of 3.0 T MRI		
1	Civil works	1500	ft <sup>2</sup>
2	Electrical work	1500	ft <sup>2</sup>
3	Public health (plumbing and sanitary fittings).	1500	ft <sup>2</sup>
4	Air Conditioning (including standby unit/s)	25	TR
	<b>Furniture:</b>		
1	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area	8	No
2	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement.	3	No
3	Drug trolleys for patient preparation area.	1	No
4	Patient trolley with rubber foam mattress to be kept in the patient preparation room.	2	No
5	Tables for Workstation Nodes.	2	No
6	Changing rooms (with change lockers and dressing table).	1	set
7	Dustbins (plastic with lid) to be provided as required.	10	No
8	Room Signage	1	LS
9	Venetian Blinds	1	LS
	<b>Miscellaneous:</b>		
1	LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size.	2	No
2	Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc	1	LS
3	Fire extinguisher ABC type of 2kg each as required for the building safety	5	No
4	4.5 kg MRI compatible fire Extinguisher	2	No
5	MRI room Oxygen deficiency level monitor (price to be quoted separately)	1	No
6	MRI compatible transport ventilator (Price to be quoted separately)	1	No
7	MRI compatible wheel chair (Price to be quoted separately)	1	No
8	Dehumidifier of 110 Liter	2	No

## 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 bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of “Manufacturer Authorization Form” as given in the bidding document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed (performed self or through any of its reseller) 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 in the enclosed Proforma ‘A’. The manufacturer as well as the 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. In case of GeM contract, Consignee Receipt & Acceptance Certificate (CR&AC) will also be considered as performance certificate.

3. 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof. // Class-I, Class-II and Non-Local suppliers as per MII order dated 16.02.2021 and its subsequent amendment thereof (Annexure-I) are eligible to bid.// In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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.

5. The Purchaser/buyer reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
6. The Purchaser may ask for a sample to be sent for approval within 07 days from the date of issuance of Notification of Award/Contract, before delivery of bulk manufacturing/supplies of goods.
7. Price must be quoted in INR only.
8. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order No. F.7/10/2021-PPD(1) dated 23-Feb-2023, with its subsequent amendments/ clarification, if any and bidder must comply with all provisions mentioned in the order. Said order is available for download from website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

Bidder should submit AFFIDAVITE On Non-Judicial Rs. 100/- Stamp paper duly Notarised as per PROFORMA 'B' 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

9. The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous financial year\*, should be at least 30% of the Tender estimated value (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.

\* For tenders floated in first two quarters of the financial year of 2024-25, then average annual financial turnover will be considered for last three years, ending on 31st March 2023. For tenders floated in last two quarters of the financial year of 2024-23, then average annual financial turnover will be considered for last three years, ending on 31st March 2024.

10. Deleted

11. The bidders/ firms identifying as MSE and or start-up firms are exempted from fulfilling criteria at Sl. No. 2, 9 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. **Traders are excluded from the purview of this Policy.**

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
 (For the period of last five years)

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

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

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

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

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

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

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

**Signature and seal of the Tenderer**

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

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



**Section – X**  
**TENDER FORM**

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

Date\_\_\_\_\_

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://www.etenders.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 &amp; Address of the Supplier)

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

In continuation to the above referred contract

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

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

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

2. The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
3. The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Site Modification Work (if any).
4. There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

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

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

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

Received and accepted this contract.

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

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

(Name and address of the supplier)

(Seal of the supplier)

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

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

**SECTION – XVII**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative)

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

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

## SECTION – XVIII

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

No \_\_\_\_\_

Date \_\_\_\_\_

To

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

Subject: Certificate of commissioning of equipment /plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

(Signature)

(Name)

(Designation with stamp)

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

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

**PROFORMA 'B'**  
**{On Non-Judicial Rs. 100/- Stamp paper duly Notarised}**

**AFFIDAVIT FOR LAND BORDER SHARING DECLARATION**

*(Reference: Restrictions under Rule 144 (xi) of the General financial Rule (GFRs), 2017)*

Date:

Tender Ref. no. (Tender ID): .....

Name of the Tendered Item : .....

Name of the Bidder:.....

Quoted Model: .....

Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

It is hereby declared that in line with Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by MoF, Govt. of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, We hereby confirm the following:

i) We, M/s. ....(*Name of the Bidder*) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. .... (if applicable) and the quoted item against the above tender:

☐ is not from such country *OR* not a subsidiary of an entity from such country  
or,

☐ if from such a country, has been registered with the Competent Authority (*if applicable, registration from Competent Authority is to be enclosed*).

I hereby certify that our company (as a bidder) fulfills all criteria of the above order {Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023} and is eligible to be considered.

ii) We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we (as a bidder) and our quoted item against the above tender do not have any ToT arrangement requiring registration with the Competent Authority.

The information provided above are true and we understand that any deviation, if found, the procuring entity has right to initiate legal action against us including debarment/blacklisting.

Seal & Signature

Name & Designation of Authorized Signatory:  
*(As per Power of Attorney provided in the tender)*

Place & Date:

**Note: It is to ensure that no tampering is permissible in the above format.**

**Section – XIX**  
**Consignee List**

Sl. No.	Name of Hospital and Address	State
1.	Hospitals/Medical Colleges/Institutes across India	

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

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 29<sup>th</sup> May, 2019

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 3(a) and 14 modified and Para 10A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" with immediate effect:-

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

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

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

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

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

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

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

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

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

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

.....Contd. p/2



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

*'Works'* means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

- 3. Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder

- a. In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.

Provided that for any particular item, the Nodal Ministry / Department may also prescribe an upper threshold limit, below which procurement shall be made only from local suppliers.

Further provided that in any particular case of procurement, if the procuring authority is of the view that the goods, services or works of required quality / specifications etc. may not be available in the country, or sufficient capacity or competition does not exist domestically, and it is necessary to undertake global competitive bidding, the procuring authority may allow the same after recording reasons. In such cases, the provisions of sub-paragraph b or c, as the case may be, shall apply;

- b. In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed;
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3

- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

.....Contd. p/4



- 4 -

- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
  - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
    - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
    - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
    - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- 10. Specifications in Tenders and other procurement solicitations:**
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
  - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
  - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
  - d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

.....Contd. p/5

- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- 13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- 14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- a. reduce the minimum local content below the prescribed level; or
  - b. reduce the margin of purchase preference below 20%; or
  - c. exempt any particular item or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

- 15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

.....Contd. p/6



- 6 -

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

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

  
(Arun Mahendru Barai)  
Senior Development Officer  
Tel: 2306 2635

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p.2/-



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

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

.....Contd. p.3/-

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

..... Contd.p.4/-



-5-

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

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

.....Contd.p.6/-

-6-

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



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

F.No.31026/36/ 2016-MD  
Ministry of Chemicals & Fertilizers  
Government of India  
Department of Pharmaceuticals

Dated 16<sup>th</sup> February, 2021  
Shastri Bhawan, New Delhi

**Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017 - revision, related to procurement of Goods & Services in Medical Devices - reg.**

**Whereas** Department for Promotion of Industry and Internal Trade (DPIIT), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement (Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017, which is partially modified by Order no. P-45021/2/2017-PP (BE-II) dated 28.05.2018, Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019, Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

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

**Whereas** DPIIT, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO, 2017 relating to goods & services related to Pharmaceuticals Sector. DPIIT vide O.M. no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal department for product category Medical Devices shall be Department of Pharmaceuticals.

Now, therefore, Department of Pharmaceuticals, in supersession of the guidelines issued earlier vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020, issues the following guidelines for implementation of the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, as revised by DPIIT on 16.09.2020, with respect to public procurement of Goods & Services in Medical Devices:-

1. **Local Content:** 'Local content' means the amount of value added in India which shall 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.
2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

Cont.....02





-02-

4. **Non-Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.
5. Verification of Local Content:
- a. The 'Class-I local supplier' / Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-
    1. Chairman - Joint Secretary (Medical Device) in DoP
    2. Member - Director / Deputy Secretary (Medical Devices) in DoP
    3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
    4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
    5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh
  - d. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.
7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

---

Cont....03

-03-

8. These guidelines shall remain applicable, until further orders, from the date of issuance.

9. These guidelines will supersede the guidelines issued earlier by DoP vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020.

8147 16/2  
(Dr. Sumit Garg)  
Deputy Secretary  
Tele: 011-23389840

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog
5. Comptroller and Auditor General of India
6. AS&FA, Department of Pharmaceuticals
7. Joint Secretary (DPIIT), Member-Convener of Standing Committee of Public Procurement Order
8. Internal Circulation

**APPENDIX-B**

**To be submitted duly filled, signed and sealed on 'Non-Judicial Stamp Paper'**

**PRE-CONTRACT INTEGRITY PACT**

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on .....day of .....(month & year) between HLL Infra Tech Services Ltd. [HITES], a Government of India Enterprise with Corporate office at B-14A, Sector-62, Noida, Gautam Budh Nagar, U.P.- 201307, 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 \_\_\_\_\_, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at \_\_\_\_\_ represented by Shri \_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS HITES proposes to procure, erect/construct/install under laid down organizational procedures, contract/s for \_\_\_\_\_ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No \_\_\_\_\_, aforesaid proposal of HITES.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is HITES.

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 :

Enabling the HITES/Buyer to obtain the desired said (work/ goods/ services) 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 Enabling the Bidder(s)/Contractor(s) 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 the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

**Commitments of the HITES**

HITES undertakes that no official of the Employer, connected directly or indirectly with the contract, will 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/Contractor, 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.

HITES will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

All the officials of HITES will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to HITES with full and verifiable facts 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 or Independent External Monitor and such a person shall 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.

### 3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) 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 :

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, 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/completion of the contract.

The Bidder/Contractor 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/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HITES.

The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.



The Bidder, either 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.

The Bidder/Contractor 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.

The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, 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)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

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

The Bidder(s)/Contractor(s) 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.

The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

In case of sub-contracting, the bidder/HITES contractor shall take the responsibility of the adoption of IP by the sub-contractor.

#### 4.0 Previous Transgression

The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

**5.0 Earnest Money (Security Deposit)**

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

**6.0 Sanctions for Violations**

Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle HITES to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by HITES and HITES shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/rescission and HITES shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by HITES, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of HITES, which may be further extended at the discretion of HITES.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by HITES with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

HITES will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), 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.

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

#### 5.0 Independent External Monitors

HITES has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO/Chairman, HITES and request CEO/Chairman, HITES to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

HITES will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

The Monitor will submit a written report to the CEO/Chairman, HITES within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

The word "Monitor" would include both singular and plural.

#### 6.0 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/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 7.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Office of HITES, i.e. NCR. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

#### 8.0 Other Legal Actions

The actions stipulated in this 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.

Changes and supplements as well as termination notice need to be made in writing.

If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

#### 9.0 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

10.0 The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_ on \_\_\_\_\_ and parties concerned are bound by its provisions.

HITES	<b>HLL Infra Tech Services Limited</b>	Bidder/ Contractor
Name of the Officer		(Authorised Person)
Designation		(Name of the Person)
		Designation
Place_____		Place_____
Date_____		Date_____
Witness1._____		Witness1._____
(Name and address)		(Name and address)
2._____		2._____
(Name and address)		(Name and address)