ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FROM ELIGIBLE MANUFACTURERS /AUTHORIZED REPRESENTATIVES FOR PROCESSING OF HIGH ENERGY LINEAR ACCELERATOR WITH LATEST TECHNOLOGY AND COMPLETE TURNKEY WORKS, WITH 5 YEARS WARRANTY AND THEREAFTER 5 YEARS CMC, FOR THE INSTITUTE.

Bid Document Down loading Start Date: 14:00 hours of 09.10.2017
Pre-Bid Conference and Clarification Date: 16:00 hours of 20.10.2017
Last Date and Time for Submission of Bid Document Online: 14:00 hours of 09.11.2017
Last date and Time of Receipt of Earnest Money Deposit (hard copy): 14:00 hours of 09.11.2017
Date and Time of Opening of Techno -Commercial Bids: 14:30 hours of 10.11.2017
Cost of Earnest Money Deposit (EMD): Rs 10,00,000.00
Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective committee /authority: 60 days from the date of opening of Techno – commercial bid
Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority: 60 days from the date of opening of price /financial bid

Bidders /Tenderers can download the tender /bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit their bid online by uploading all the relevant documents through www.eprocure.gov.in
Tender document can also be downloaded from the Institute’s website at www.neigrihms.gov.in For further details regarding tender amendment /addendum /date extension please visit website: www.eprocure.gov.in

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director’s Block, Mawdiangdiang, Shillong 793 018 (MEGHALAYA)
Website: www.neigrihms.gov.in E-mail: storeneigrihms@gmail.com
Tele /Fax: (0364) 2538032
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TENDER ENQUIRY NO: NEIGR/S&P/OT/E-43/2017 -18

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)
Website: www.neigrihms.gov.in; E-mail: storeneigrihms@gmail.com; Tele /Fax: (0364) 2538032

SECTION I: NOTICE INVITING TENDERS (NIT)

Online tenders, in two-bid system, are invited by Director, NEIGRIHMS, Shillong for processing of stores /items for the Institute, as per enclosed specification and related terms and conditions.

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.

2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.

3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in. Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in.

4. Tender document can also be downloaded from the Institute’s website at www.neigrihms.gov.in. For further details regarding Amendment/Addendum/Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in

5. No tender fee is required for downloaded documents.

6. Earnest Money Deposit (EMD) in the form of Call deposit, Banker’s Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced bid), within the period of tender online submission date and time and the original (hard copy) should be submitted to Stores & Procurement Section, Director’s Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.

7. In the event of the date being declared as a closed holiday for purchaser’s office, the date for opening of bids online will be the following working day at the appointed times.

8. Bidders/Tenderers need to scan and upload the required documents like Goods and Service Tax (GST) registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial bid. as per Check List (Section XXI).

9. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD/Tender fee/Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

10. The bidders should download the BoQ.xls (Bill of Quantities) and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BoQ in.xls format. NEIGRIHMS /Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rates should not be quoted in any other place except BOQ template.

11. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

12. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.

13. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per “FALL CLAUSE” adhered by DGS & D and other Government agencies.

14. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier.

15. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment.

16. The tendered rates and the validity of bids shall be for a minimum period of 1 year from the date, as the tender are finalized/awarded.

17. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

Sd/-
Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong
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 NORTH EASTERN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH AND MEDICAL SCIENCES (NEIGRIHMS), Mawdiangdiang, Shillong 793 018 (Meghalaya)

(ii) “Tender” means Bids /Quotation /Offer received from a Company /Firm /Tenderer.

(iii) “Tenderer” means Bidder/ the Individual or Firm / Company submitting Bids /Quotation / Tender

(iv) “Supplier” means the individual or the firm supplying the goods /services as incorporated in the contract.

(v) “Goods” means works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

(vi) “Services” means works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

(vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be submitted by a tenderer along with the techno –commercial bid.

(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 tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(x) “Consignee” means the Hospital/Institute/concerned user department/ 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.

1.3 Abbreviations:

(i) “T E Document” means Tender Enquiry Document

(ii) “NIT” means Notice Inviting Tenders.

(iii) “GIT” means General Instructions to Tenderers

(iv) “SIT” means Special Instructions to Tenderers

(v) “GCC” means General Conditions of Contract

(vi) “SCC” means Special Conditions of Contract
2. **Introduction**

2.1 The Purchaser has issued TE documents for purchase of goods and related services which also indicates, *inter alia*, 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 online submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for online receipt and online opening as well as online scrutiny and online evaluation of tenders and subsequent placement of contract.
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.

Before formulating the tender and online 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

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

4. Language of Tender

The tender submitted online 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.

The tender submitted online 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

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

6. Eligible Goods and Services

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.

B. TENDER ENQUIRY DOCUMENTS:

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

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

Such an amendment will be notified /displayed in the website: www.eprocure.gov.in and www.neigrihms.gov.in

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
A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of online submission of tender.

C. PREPARATION OF TENDERS:

11. Documents Comprising the Tender

11.1 The Two Tender System, i.e. “Techno – Commercial Tender” and “Price /Finance Tender (BOQ)” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)

i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.

ii) Tender Form as per Section X (Un-priced).

iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.

v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form

vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

vii) Performance Statement as per section IX along with relevant copies of orders and end users’ satisfaction certificate.

viii) Price Schedule (Financial Bid) with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).

ix) Certificate of Incorporation in the country of origin.

x) Checklist as per Section XXI.

B) Price Tender:

N.B.

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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

11.2 Tender document sent by Speed Post / Registered Post / Courier / Fax / Mail or any other related mode, other than by online submission through www.eprocure.gov.in 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 Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be converted to 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 converted/payable in Indian Rupees only.

12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.
13 **Tender Prices**

13.1 The Tenderer shall indicate on the Price Schedule (BOQ –Financial Bid) provided all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, the same should be left blank.

13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules (BOQ –Financial Bid).

13.4 While filling up the columns of the Price Schedule (BOQ –Financial Bid), 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 GST, CGST, IGST, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

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

   c) Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

   d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

   e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

   f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 **For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:**

   a) The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;

   b) The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Price Schedule;

   c) The price of goods quoted DDP at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List;

   d) Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;

   e) The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, as specified in the List of Requirements and Price Schedule;

   f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;

   g) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
h) The price of Annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for Excise duty, GST, CGST, IGST, Custom Duty, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Goods and Service Tax (GST):

If a tenderer asks for GST, CGST, IGST and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The GST, CGST, IGST and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST, CGST, IGST and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty:

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable with CDEC, if applicable, on the quoted goods in the Price Schedule. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

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.
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.

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

14. **Indian Agent**

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

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.

c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

15. **Firm Price**

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

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

16. **Alternative Tenders**

16.1 Alternative Tenders are not permitted.

16.2 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.

d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.
18. Documents establishing Good’s Conformity to TE document.

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

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

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered with the Central Purchase Organisation or the concerned Ministry or Department during the tender validity period for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (as the case may be). The EMD shall be forfeited if successful bidder fails to undertake the contract or fails to comply with any of the terms & conditions of the contract.

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 from any of the Commercial Banks

19.4 The Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s cheque shall be drawn on any Commercial banks in India or country of the tenderer, in favour of the “Deputy Director (Admn.), NEIGRIHMS, Shillong”. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The Earnest money shall be valid for a period of Forty Five (45) days beyond the validity period of the tender.

19.6 Unsuccessful tenderers’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer’s earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity
20.1 The tendered rates and the validity of bids shall be for a minimum period of 01 year from the date, as the tender are finalised /awarded. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

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

D. SUBMISSION OF TENDERS

22. Online Submission of Tenders

22.1 The tenderers are to submit the tenders online (Techno –Commercial bid and Finance bid) at www.eprocure.gov.in

22.2 The tenderers must ensure that they submit their tenders not later than the closing time and date specified.

22.3 The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocure.gov.in

22.4 Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital Certificates.

22.5 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available.

22.6 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available.

22.7 The rates should be quoted as per the BOQ downloaded for that particular tender.

23. Late Tender

23.1 Bidders should submit their tenders online within the specified date and time of submission.

24. Alteration and Withdrawal of Tender

24.1 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the Earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

25.1 The purchaser will open the tenders online 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 may attend the online tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives’ names & signatures and corresponding tenderers’ names and addresses.

25.3 Two - Tender system as mentioned in para 21.6 above will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno -
Commerciably acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser.

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 and will be summarily ignored:

(i) Tender form as per Section X (signed and stamped) is not uploaded.
(ii) Tender is to be digitally signed during the process of submitting/uploading.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorisation Form as per Section XIV.
(vi) Tenderer has not agreed to give the required performance security.
(vii) Goods offered are not meeting the tender enquiry specification.
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(ix) Poor/ unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

28. Minor Infirmitry/Irregularity/Non-Conformity

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

29 Discrepancies in Prices
29.1 The prices offered by the bidders in the given BOQ will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.

29.2 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 Deleted

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the reference rates established by the Reserve Bank of India for similar transactions, as on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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 & other similar taxes and excise duty & other similar duties, Customs Duties, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
   ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

36. Tenderer’s capability to perform the contract

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

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

37. **Contacting the Purchaser**

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

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

**G. AWARD OF CONTRACT**

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

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

39. **Award Criteria**

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

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

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

41. **Notification of Award**

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax / telex/cable (to be confirmed by registered / speed post) automatic e-mail generated communication, 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. 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.

41.3 Bidders/tenderer undertake to sign the contract agreement within 15 (fifteen) days from the issue of the letter of acceptance/order, failing which EMD/Security deposit may be forfeited and name may be removed from the list of suppliers at NEIGRIHMS, Shillong.

42. **Issue of Contract**

42.1 Promptly after notification of award, the purchaser 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 fifteen 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 by registered / speed post.

42.3 The purchaser reserves the right to issue the Notification of Award consignee wise.
43. Non-receipt of Performance Security and Contract by the Purchaser

43.1 Failure of the successful tenderer in providing performance security and/or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it.

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 CPPP/notice board/bulletin/web site/Stores & purchase section 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:

defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
"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;
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;
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)

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

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

A  Preamble
No Change

B  TE documents
No Change

C  Preparation of Tenders
No Change

D  Submission of Tenders
GIT Clause 22.1

Tenderers shall ensure that their tenders, complete in all respects shall be scanned and submitted online at www.eprocure.gov.in within the stipulated date and time.

It is advised to all bidders to submit theirs bids well before the closing date/time to avoid any difficulties in bidding process during the closing hour.

E  Tender Opening
No Change

F  Scrutiny and Evaluation of Tenders
No Change

G  Award of Contract
No Change
SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

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

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

The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser at 10% of the contract value costing more than 50 lakhs and 5% of the contract value costing less than 50 lakhs, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 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.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the ‘Contract Form – B’ in Section XVI with the purchaser/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 will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Institute/ or otherwise stated of the consignee as per the format in Section XV.

5.7 During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
- brief description of goods including quantity
- packing list reference number
- country of origin of goods
- consignee’s name and full address and
- 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 & lodging will be borne by the purchaser and/or its nominated representative(s).

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

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.

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.

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalising the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within three weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.
Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transhipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

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.

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.

10.3 In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

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) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.

iv) in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

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 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 before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

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

13. Incidental services

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

i) Installation & commissioning, Supervision and Demonstration of the goods

ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

iii) Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods

iv) Supplying required number of operation & maintenance manual for the goods


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

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

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

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

Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
Two copies of packing list identifying contents of each package;
Inspection certificate issued by the nominated Inspection agency, if any.
Certificate of origin;
Insurance Certificate;
Manufacturer’s/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):

- Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- Four Copies of packing list identifying contents of each package;
- Insurance Certificate;
- Manufacturer’s/Supplier’s warranty certificate;
- Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- Manufacturer’s own factory inspection report;
- Certificate of origin
- Port of Loading;
- Port of Discharge and
- Expected date of arrival.

15. Comprehensive 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 specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty shall remain valid for five (5) years after the goods or any portion hereof 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 in terms of the contract, unless specified otherwise in the SCC.

a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.

b. Warranty as well as Comprehensive Maintenance Contract will be inclusive of all accessories /spares and Turnkey work including:
   - X-ray and CT tubes and high-tension cables.
   - Helium replacement
   - Any kind of motor.
   - Plastic & Glass Parts.
   - All kind of sensors including oxygen sensors.
   - All kind of coils, probes and transducers including ECG cable, BP transducers, SpO2 Probes, Ultrasound and Colour Doppler Transducers/ probes, BP cuffs, Defibrillator internal and external paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyzer, MRI coils.
   - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys
   - Printers and imagers including laser and thermal printers with all parts.
   - UPS including the replacement of batteries.
   - Air-conditioners, etc.....

c. Replacement and repair will be undertaken for the defective goods.

d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, 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.

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 from the date such rectified/replaced goods starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to rectify/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 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.

15.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years after the expiry of Warranty period.

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

15.10 During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of contract

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

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,

b) Mode of packing,

c) Incidental services to be provided by the supplier

d) Mode of despatch,

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

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its 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.

Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

On delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- Two copies of packing list identifying contents of each package;
- Inspection certificate issued by the nominated Inspection agency, if any;
- Insurance Certificate;
- Certificate of origin.

On Acceptance:

Balance 10 % payment would be made against ‘Final Acceptance Certificate’ as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

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

I) FOB Contracts:

a) On Shipment:
Ninety (90) % of the net FOB price (FOB price less Indian Agency commission) of the goods dispatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and upon submission of documents specified hereunder/90 days credit:

- Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading /Airway Bill, marked freight pre paid and four copies of non-negotiable Bill of Lading /Airway Bill;
- Four Copies of packing list identifying contents of each package;
- Manufacturer’s/Supplier’s warranty certificate;
- Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- Manufacturer’s own factory inspection report;
- Certificate of origin by the chamber of commerce of the concerned country;
- Port of Loading and
- Port of Discharge

The above documents (i - viii) shall also be received by the purchaser at least one week before arrival of goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) On Acceptance:

Balance payment of 10 % of net FOB price of goods would be made against ‘Final Acceptance Certificate’ as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer’s agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing reference rate established by the Reserve Bank of India on the date of price bid opening /approval of competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

II) DDP Contracts:

a) On Shipment:

Ninety (90) % of the net CIF price (CIF price less Indian Agency commission) of the opened in favour of the supplier in a bank in his country and upon submission of documents specified in 1(a)

b) On Acceptance:

Balance payment of 10 % of net CIF price of goods would be made against ‘Final Acceptance Certificate’ as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Custom Duty amount with CDEC (if applicable), Customs Clearance and handling charges, Loading/Unloading, Road permit charges, Inland Transportation, Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal. Special permission (Road permit –entry in the state
of Meghalaya) shall be obtained from the office of Sales Tax, Government of Meghalaya by submitting the Proforma Invoice and cost of Court fee stamp /Revenue stamp. The Institute shall facilitate obtaining permission of the special permission.

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 reference rate established by the Reserve Bank of India on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer’s agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing reference rate established by the Reserve Bank of India on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation /exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10 % of the CMC value 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/consignees. 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 GST, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser 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/user department and the consignee/user department 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. Delay in the supplier’s performance

22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

   (i) Imposition of liquidated damages,
   (ii) Forfeiture of its performance security and
   (iii) Termination of the contract for default.

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

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

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

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

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

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser 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.

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

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

24. Termination for default

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

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to CC sub-clause 24.1 above, the purchaser 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 for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

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

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

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

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

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

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the purchaser 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 or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to Director, NEIGRIHMS, Shillong and the decision of Director, NEIGRIHMS, shall be final and binding on the parties to the contract.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong.

30.4 The courts at Shillong will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Shillong court shall have jurisdiction in the matter.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
32. General/ Miscellaneous Clauses

Nothing contained in this Contract shall be construed 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.

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

The Supplier shall notify the Purchaser/Director, NEIGRIHMS, Shillong of any material change would impact on performance of its obligations under this Contract.

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/Director, NEIGRIHMS for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

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

The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Director, NEIGRIHMS 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.

All claims regarding indemnity shall survive the termination or expiry of the contract.
SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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SECTION – VI
LIST OF REQUIREMENTS

Part I

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Part II: Required Delivery Schedule:

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

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 120 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively.

(Tenderers may quote earliest delivery period).

b) For Imported goods directly from foreign:

(i) FOB Contracts

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 120 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively.

(Tenderers may quote the earliest delivery period).

(ii) DDP Contracts

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 120 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively.

(Tenderers may quote the earliest 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:

Turnkey (if any) as per details in Technical Specification

Part V:

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

Part VI:
Required Terms of Delivery and Destination

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

Delivery Duty Paid (DDP) Consignee Site.

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

The foreign tenderers are required to quote their rates on DDP Consignee Site Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser reserves the rights to place the order either on FOB basis or on DDP Consignee Site basis. In the case of FOB basis Contracts, shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport (Chartering Wing), New Delhi, India as detailed in Annexure 2 at Section XX. In the case of DDP Consignee Site basis Contracts, shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XX.

*Destination/Consignee details are given in Section XXII*
Section – VII
Technical Specifications

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<tr>
<td>1.</td>
<td>High Energy Linear Accelerator with latest technology and complete turnkey works</td>
<td>01 Set</td>
<td></td>
<td>Rs 10,00,000.00 (Rupees Ten lakhs only)</td>
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Additional Requirement:
- Cost of all accessories, spares, consumables, disposables, cables, probes, etc should be offered by the bidder and the rates should be valid for a period of ten years. All bidders have to compulsorily declare the list with item wise cost of accessories and consumables not covered exclusively with the warranty and CMC of the offered system. The declaration of all accessories /consumables need to be detailed and shall be treated as per condition of contract and should be given in Section XI (B)) Price Schedule.
- Warranty as well as Comprehensive Maintenance Contract will be inclusive of all accessories /spares and Turnkey work.
- Bidder should give a written declaration that no other consumables /accessories /spares are required for the offered system apart from the quoted items /list.
- The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno –commercial bid in the schedule marked Section XI (B)) Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex–Factory Price of BOQ (Price Bid).
- Equipment with 5 years warranty and thereafter 5 years CMC (with complete turnkey works, if any) will be taken for the purpose of price evaluation.
- The Dual Energy Linear Accelerator with 5 years warranty and thereafter 5 years CMC with Net Present Value (NPV) for CMC charges with discounting rate @ 10% (rd) on yearly basis (completed year) and other turnkey charges will be taken for the purpose of price evaluation.
- Should be CE /FDA/ISO approved products or otherwise indicated in the technical specification. Should confirm to all international safety standards, turnkey installation and with warranty and CMC as indicated and which shall be considered for the evaluation of the price bids

Price Schedule - Comprehensive Maintenance Contract (CMC)
1. The bidder should offer the cost of Comprehensive Maintenance Cost (CMC) for 5 years from 6th to 10th year in the BOQ (Price bid). The break up year-wise, as percentage, may be offered in the techno-commercial bid at Section IX (D) Price Schedule for CMC.
2. If the break up year-wise percentage is not indicated by the bidder, the same may be taken in equitable basis in all the five years of CMC.
3. The Cost of CMC should be Exclusive of Applicable Tax

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No</td>
<td>Brief Description Of Goods</td>
<td>Qty.</td>
<td>Comprehensive Maintenance &amp; Repair Cost (with labour, spares &amp; preventive maintenance and after 5 years of onsite warranty)</td>
<td>Total Annual Comprehensive Maintenance Contract Cost for 5 Years</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6th</td>
<td>7th</td>
</tr>
<tr>
<td>1</td>
<td>High Energy Accelerator</td>
<td>01 no</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

The Dual Energy Linear Accelerator with 5 years warranty and thereafter 5 years CMC with Net Present Value (NPV) for CMC charges with discounting rate @ 10% (rd) on yearly basis (completed year) and other turnkey charges will be taken for the purpose of price evaluation.
TECHNICAL SPECIFICATIONS FOR HIGH ENERGY LINEAR ACCELERATOR
WITH LATEST TECHNOLOGY

General---The dual mode medical linear accelerator which should be able to perform various specialized
techniques such as: Three Dimensional Conformal Radiotherapy (3-DCRT) Intensity Modulated Radiation Therapy (IMRT), Electron Beam Therapy, Image Guided Radiotherapy (IGRT), Volumetric Arc IMRT It should be latest Model. Also it should have adaptability for on site future up gradation. The installation and commissioning is to be done under turnkey. The quoted equipment must be FDA/CE approved and must also possess approval/NOC from AERB.

Technical Specifications

1. Photon Beam Characteristics

1.1 Beam Energies

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

<table>
<thead>
<tr>
<th>Nominal Energy (MV)</th>
<th>D&lt;sub&gt;max&lt;/sub&gt; (cm)</th>
<th>%Depth Dose at 10 cm depth (10x10 field)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1.5 ± 0.2</td>
<td>67.1 ± 1.5</td>
</tr>
<tr>
<td>10</td>
<td>2.3 ± 0.2</td>
<td>73.0 ± 2.0</td>
</tr>
<tr>
<td>15</td>
<td>3.0 ± 0.2</td>
<td>77.3 ± 2.0</td>
</tr>
</tbody>
</table>

For all three energies quoted, specify the above characteristics. A difference of ± 2% in the depth dose data from the published values in the British Journal of Radiology is acceptable.

The Linac should also provide FFF at least for two energies.

1.2 Dose Rate Beam Stability

1. The X-ray dose rate shall be variable in steps and the maximum X-ray dose rate shall be equal to or more than 500 MU/minute for 6, 10 and 15 MV X-ray energies.

2. The Linac shall have built in dosimetry chambers. Parameters of dosimetry system shall be as follows:

   - Precision ± 1% or 1 MU
   - Linearity ± 1% or 1 MU
   - Reproducibility ± 2% or 1 MU

1.3 Field size specifications

The field size is defined as the distance along the radial and transverse axes between the points of 50% density on an x-ray film taken at 100 cm TSD with minimum buildup. The digital display, light field size and mechanical display should be accurate to within ±1 mm for field sizes ≤ 10 x 10 cm<sup>2</sup> and ±2 mm for field sizes > 10x10 cm<sup>2</sup>.

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

2. A detachable block holder should be provided to accommodate 2 trays simultaneously for wedges and block trays. The size of the blocking trays should be at least 5 cm larger than the maximum field size at the lower position. Specify location and size of blocking trays.

1.4 Beam Profile

1.4.1 Field Flatness Specification

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

1. Field Symmetry Specifications:

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

1.5 Physical/Motorized/Dynamic/Virtual Wedge

The machine shall have inbuilt automated computerized wedge that can produce an effect of any wedge angle up to 60 degrees.

Physical wedges of 15 degree, 30 degree, 45 degree and 60 degree, one each should also be provided for all in IN, OUT, RIGHT and LEFT directions.

1.6 Quality Index

The ratio of ionizations measured at 20 cm and 10 cm depth for a field size 10x10 cm at the detector level and with constant detector source distance = 100 cm should be as given below:

<table>
<thead>
<tr>
<th>Photon beam energy (MU)</th>
<th>Quality Index (QI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) 6 MV</td>
<td>0.676 ± 0.009</td>
</tr>
<tr>
<td>b) 10 MV</td>
<td>0.731 ± 0.006</td>
</tr>
<tr>
<td>c) 15 MV</td>
<td>0.755 ± 0.005</td>
</tr>
</tbody>
</table>

1.7 Photon Beam Energy Stability:

a. The quality index of a photon beam should not vary with time by more than ± 1%.

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

1.8 Radiation Field Penumbra

The width between the 20% and the 80% isodose lines measured for 10x10 cm at depth of 10 cm at 100 cm SSD should not be more than 9 mm.

1.9 Congruence between optical & Radiation fields:

The congruence between optical and radiation fields for all photon energies for 5x5 cm², 10x10 cm², 30x30 cm² or for a field of maximum dimension for 0 deg, 90 deg, 180 deg and 270 deg gantry angles with SSD=100 cm at the depth of reference plane should not be more than +/- 2 mm.

1.10 Electron Contamination:

The electron contamination should not be more than 1%.

1.11 Radiation Leakage

Radiation leakage limits shall be within appropriate regulatory agency guidelines as follows:

1. Photon leakage. The photon leakage rate at any point one meter from the target outside the cone defined by the primary x-ray collimator shall be less than 0.1% of the absorbed dose at the isocenter.

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

3. Neutron leakage. The neutron leakage rate should not exceed 0.15% expressed in neutron dose equivalent (REM) when added to the photon leakage for a 10x10 cm field at the isocenter at any point one meter from the target when the jaws are closed or to comply AERB requirement.
4. In addition to meeting above specifications for radiation leakage, the linac should also meet all the mandatory safety and radiation leakage regulations as specified by Atomic Energy Regulatory Board, Mumbai, India and IEC for a medical linear accelerator.

1.12 Photon Arc Therapy

Bi-directional arc therapy should be included with automatic calculation of dose per degree based on the dose rate selected and the arc angle set.

1.13 Volumetric IMRT Arc Therapy

Intensity modulated arc therapy capability should be included with ability to dynamically adjust MLC position, dose rate and variable gantry speed during treatment delivery.

2.0 Electron Beam Characteristics

2.1 Electron Beam Energies

Six clinically useful electron beam energies shall be provided. The lowest energy shall be 4 or 6 MeV and the highest energy shall be 18 MeV or above. Energy shall be specified as the most probable energy ($E_p$) of the electron energy spectrum at 100 cm from the accelerator exit window.

2.2 Dose Rate

The dose rate at the isocenter shall not be less than 600 MU/minute for each electron energy.

2.3 Field Size

The electron beam size is defined by the inside dimensions of the electron beam applicators projected geometrically to a plane surface at 100 cm SSD. A range of field size from 6x6 cm or less to 25x25 cm is required and appropriate electron applicators shall be supplied for application of different field sizes.

A method to obtain irregular field shapes shall be provided.

It shall be possible to visualize both the field defining light and the optical distance indicator with an electron applicator in place.

2.4 Beam Profile

1. Field Flatness :- The maximum variation of the electron intensity at 100 cm SSD at Dmax, shall not exceed 3% (within the central 80% of the longitudinal and transverse axes relative to the central axis) for field sizes from 10x10 cm to 25x25 cm and for all the electron beam energies or to comply AERB requirements.

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

The average electron intensity is the average of the maximum and minimum points within the central 80% of the field for each of the axes.

2.5 X-ray Contamination

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

2.6 Total Skin Electron Irradiation Mode :

A high dose rate electron mode for total skin electron irradiation must be provided with a minimum dose rate of 1400 MU/min or above for the 6 MeV electron beam and more than
<table>
<thead>
<tr>
<th><strong>2.7</strong></th>
<th><strong>Electron Applicators</strong>: Variable size applicator for minimum size of 6x6 cm² or less and maximum size 25x25 cm² or more (minimum 5 applicators).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.8</strong></td>
<td><strong>Electron Arc Therapy</strong>:</td>
</tr>
<tr>
<td><strong>2.8.1</strong></td>
<td>Electron arc therapy shall be provided and applicator required shall also be provided.</td>
</tr>
<tr>
<td><strong>2.8.2</strong></td>
<td>The clockwise and anticlockwise gantry rotation must be possible for arc therapy. The MU/Deg must automatically be computed for a defined arc and calculated total MUs.</td>
</tr>
<tr>
<td><strong>3.0</strong></td>
<td><strong>Other Specifications</strong></td>
</tr>
<tr>
<td><strong>3.1</strong></td>
<td>The target to axis distance should be 100 ± 0.2 cm or to comply AERB requirement.</td>
</tr>
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<td></td>
<td>The isocenter shall lie within a sphere of radius 1 mm or to comply AERB requirement.</td>
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<td></td>
<td>The accelerator gantry shall be capable of rotation equal to or greater than 360 degrees with a variation of the mechanical and radiation isocenters during rotation of less than ± 1.0 mm throughout the entire rotation with variable gantry speed.</td>
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<tr>
<td></td>
<td>Digital scales indicating gantry angle position shall be provided both in the treatment room and at the control console. Accuracy of the scales shall be ± 0.5 degree.</td>
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<td></td>
<td>The distance from the end of the lower collimator to the isocenter shall be ≥ 45 cm.</td>
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<td></td>
<td>The bottom of the blocking tray should be greater than 30 cm from the isocenter.</td>
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<td></td>
<td>The height of the isocenter above the finished floor shall be less than 135 cm.</td>
</tr>
<tr>
<td></td>
<td>Digital scales indicating collimator angle position shall be provided both in the treatment room and at the control console. Accuracy of the scales shall be ± 0.5 degree.</td>
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<td></td>
<td><strong>A complete set of pre-shaped beam shielding blocks shall be provided.</strong></td>
</tr>
<tr>
<td><strong>3.2</strong></td>
<td><strong>6- DTreatment Couch (with indexed carbon fiber table top)</strong></td>
</tr>
<tr>
<td></td>
<td>The treatment couch table top should be of carbon fiber and should be robotically controlled with six degrees of freedom. It should have auto correction facility in the X, Y and Z direction along with simultaneous correction facility for pitch, yaw and roll for accurate positioning for IMRT, IGRT... The robotic controller of the couch should be integrated with a respiratory motion tracking device so that gated and tracked radiotherapy can be delivered. A facility should be provided for manual limitation of the automatic rotational correction as desired. Lift capacity of the couch should be 180 kg or more. Couch should have vertical, side to side, front backward and rotational movement up to 110 deg. on either side. Specify the range of different motions of the treatment couch.</td>
</tr>
<tr>
<td></td>
<td>The maximum height of the couch shall be at least 40 cm above the isocenter. The lowest couch position shall be ≤ 63 above the finished floor. Motions (except couch top rotation) shall be both manual and variable-speed motor driven.</td>
</tr>
<tr>
<td></td>
<td>The linear accelerator's use for conformal therapy, intensity modulated radiation therapy &amp; IGRT requires an indexed carbon fiber couch top that is designed for precise and repeatable patient positioning and therefore, should be provided.</td>
</tr>
<tr>
<td></td>
<td>The couch top shall have side rails with attached universal clamps and immobilization straps which should be provided.</td>
</tr>
<tr>
<td></td>
<td>Patient support panel in the couch (tennis racket or Mylar) shall be provided to facilitate large posterior treatment at extended distances without moving the patient.</td>
</tr>
</tbody>
</table>
The accessory rails beside the patient support panels shall be removable, allowing treatment and port film images without interference from the rails.

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

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

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

### 3.3 Treatment Room and Console Position Displays - 2 Nos.

For accuracy of patient set-up, digital displays of gantry rotation angle, collimator rotation angle, collimator jaw settings (symmetric and asymmetric), and treatment couch vertical position, lateral position, longitudinal position and turntable rotation angle about isocenter shall be provided both in the treatment room and at the operator console with flat panel 21 inches monitors.

Accuracy of collimator and gantry angle displays shall be ± 0.5° with a resolution of 0.1°.

Accuracy of collimator jaw position displays shall be ± 1 mm with a resolution of 1 mm.

Accuracy of the couch vertical, lateral and longitudinal displays shall be ± 2 mm with a resolution of 1 mm.

### 4.0 Accelerator System Characteristics :

**The accelerator system must have high quality best performance and high efficiency sub units such as :-**

#### 4.1 RF Power Source :

High efficiency klystron/magnetron with the provision of the power and frequency automatically locked to required operating levels. The guarantee for the system should be 10 years. (Pro-rata guarantee is not acceptable).

#### 4.2 The Accelerator wave guide :

A compact and preferably standing / Travelling type for wave guide should be provided for optimum use of RF power with 10 years guarantee (Pro-rata guarantee is not acceptable).

#### 4.3 Electron Gun :

Specify the type of electron gun. The guarantee for the electron gun should be 10 years (Pro-rata guarantee is not acceptable).

#### 4.4 Bending Magnet:

A bending magnet of 270 deg or any other degree more than 90 deg based technology equally or better with electron energy spread within ± 3% must be provided. 90 deg bending magnet system will not be accepted.

#### 4.5 Vacuum System:

Should also be guaranteed for 10 years. (Pro-rata guarantee is not acceptable).

#### 4.6 Gantry Relocation :

The vendor must provide the means to mechanically secure the accelerator gantry in four cardinal positions viz, 0, 90, 180, 270 degrees.
**4.7 Optical Field Light System:**

An optical field light system for both electrons and photons must be provided to illuminate the fields. The coincidence between radiation and optical beams for both electrons and photon beams must be within ± 2 mm.

**4.8 SSD Indicator:**

An optical distance indicator (ODI) which indicates the SSD from 60 to 150 cm with an accuracy of ± 4 mm over 60 to 150 cm and ± 1 mm at isocentre.

A mechanical indicator to indicate SSD from 60 cm to 120 cm with an accuracy of ± 1 mm at isocenter should be provided.

**4.9 Front and Side Pointers:**

A mechanical front pointer to locate isocenter of the unit within ± 2 mm and to apply to any orientation of the machine shall be provided.

**5.0 MLC – Multi Leaf Collimator**

**MLC should be capable of performing**

- Step and shoot IMRT
- Dynamic IMRT
- Volumetric arc IMRT
- SRS/SBRT

The MLC system quoted shall have at least 120 leaves or more (60 pairs or more). The resolution of the MLC leaves at isocenter shall be 0.5 cm or less.

Mention the width of the leaves measured at isocentre.

The over travel distance of the MLC leaves shall be at least 10 cm or more.

Down time shall be calculated if MLC field are not treated.

Leaf positioning accuracy shall be +/- 1 mm, Inter leaf transmission through leaf shall be +/- 2%.

Leaf position resolution shall be 0.5%.

Mention maximum field size in the direction parallel and perpendicular to leaf movement.

Mention the technique to monitor the leaves position.

MLC shape should be displayed.

Actual shape and size should be compared visually with the requested shape and size. There should be an interlock system to prevent irradiation if actual size and shape don’t match requested size and shape.

MLC should be capable of treating stereotactic fields with 0.5 mm resolution or less (in case the manufacturer cannot offer MLC leaf less than 0.6mm they should provide removable multi leaf system hardware and software for doing SBRT.

A separate MLC controller system should be provided.

**6.0 Portal Imaging**

The electronic portal imaging system shall be based on solid state amorphous silicon flat panel detector technology.
The size of the flat panel detector shall be at least 30cm x 30 cm or more at isocentre with a resolution of 1024 x 750 pixels or more.

Mention size and pixel of the detector.

Mention full active viewing area.

Mention number of bits used in detector digitizer.

The detector arm shall be retractable motorized and manually.

Mention minimum detector dose acquire for a full field image.

Minimum time after acquisition required to display image shall be less than 2 sec.

Mention image acquisition rate per frame.

Mention range of lateral and longitudinal movement.

Mention type of read out provided for movement and its location.

There should be a collision detection/avoidance system (specify detail).

Specify beam energy at which system can be used.

Portal imaging system should be fully integrated to linear accelerator and IGRT System.

**Optional:**
Portal dosimetry system for IMRT Verification if available should be quoted separately.

<table>
<thead>
<tr>
<th>7.0</th>
<th>Lasers</th>
</tr>
</thead>
<tbody>
<tr>
<td>The vendor shall quote <strong>4 green lasers only</strong> (two side-wall lasers, one ceiling laser and one sagittal laser).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.0</th>
<th>IMRT Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td>The software and hardware for IMRT delivery shall be either multiple static segments (Step and Shoot) or Dynamic IMRT techniques. In addition the software and hardware should be capable of delivering dynamic intensity modulated IMRT with single or multiple arcs. The hardware should be capable of independent modulation of dose rate, gantry rotation speed and MLC movement during treatment.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9.0</th>
<th>Image Guided Radiotherapy (IGRT) -</th>
</tr>
</thead>
<tbody>
<tr>
<td>The vendor shall quote an IGRT verification system that should be FDA/CE approved and should be in clinical use in renowned centers worldwide.</td>
<td></td>
</tr>
</tbody>
</table>

The system shall be based on KV Cone beam CT imaging. For image guidance, either the digitally reconstructed radiograph from the planning system or a 2D image or a 3D cone beam CT image set will be kept as the reference image and the appropriate image set acquired on the subsequent treatment days will be compared against this reference standard.

The system should allow plain radiographs, fluoroscopic as well as cone beam CT capability.

The robotic couch should have the capability for making the translational and rotational movements automatically using the correction vectors provided by the image guidance system and the imaging system.

The software shall then drive the couch automatically to the desired position.

The software shall offer both automatic and manual matching modes. In addition several viewing modes should be available for visual verification of various parameters. It shall also be possible to do matching based on implanted marker seeds.

It shall be possible to use the cone beam CT images acquired by the linac for routine treatment.
planning and the accuracy should be within ± 2% of the dose calculated using the conventional CT images. Software for automatic deformable image registration should be provided in order to register the cone beam CT image with the planning CT image. There should be the facility to transfer the contours of the initial treatment plan image on to the cone beam CT image. The software should be capable of calculating the dose on the cone beam CT images on a day to day basis and integrate them to generate a composite dose showing the dose accumulated during the entire treatment course.

Specify the dose required for image acquisition.

Specify the maximum FOV, FOV ranges and longitudinal coverage

The imaging system should be provided by all the necessary filters in order to acquire the best possible image.

Specify the imager size, source to detector distance, matrix size, spatial resolution and contrast resolution

Specify the frames per sec in the fluoroscopic mode as well as the dose required.

Specify the number of hand pendants.

It should be possible to move the imaging arms independently and with each other.

System should be provided for correction of misalignment of the machine and imaging isocenter.

Should have preset operating procedures to minimize scan acquisition time

It shall be possible to acquire such image guided verifications and adjustments of patient’s position daily or on selected days during the course of treatment. All such data shall be automatically stored in the database.

All data and image transfer shall be fully DICOM-RT compliant. Full DICOM-RT compliance with all import/export licenses shall be provided.

Virtual Simulation Software:

**Virtual Simulation** Software with moving lasers compatible to the existing CT Scan machine in this institute shall be provided.

11 **Respiratory Gating System:**

Gating system to enable passive real time monitoring of the patient motion during the treatment.

**Two gating system should be installed** – one for the treatment delivery and image acquisition by 4D Linac, another in the CT simulator scanner room. All the necessary software and licenses for gating in gated simulation and treatment delivery should be provided. The system should include at least 3 tracking cameras and necessary external and internal markers with necessary immobilization for intracranial and extra cranial lesions.

Respiratory motion phantom – full system with solid water equivalent material insert, which can hold film and ion chamber.

or

**2Active breathing control Systems** should be provided to optimize the target
localization for accurate treatment delivery.
Q.A. tools for image contrast, resolution, geometry alignment etc. should be provided.
Real Time optical patient positioning system
Infrared emitter and detector system with infrared markers (reflector) for online correction of patient positioning.

<table>
<thead>
<tr>
<th>Tender Enquiry No: NEIGR/S&amp;P/OT/RE-43/2017-18</th>
</tr>
</thead>
</table>

12. **Anticollision System**
Anti collision system (laser guided) other than touch guard system should be provided.

13. **Volumetric Modulated Arc Radiotherapy Facility – VMAT**

   The Accelerator should be capable of delivering multi Arc treatments.

   - Capability to modulate MLC shapes during rotation
   - Capability to Vary and modify Dose rate during rotation.
   - Capability to continuously vary the gantry speed.
   - Higher resolution MLC should be offer for VMAT
   - Simultaneously modulation of MLC aperture shape, beam dose rate and gantry rotation speed during beam delivery.
   - Provides IMRT quality dose distributions in a single arc delivery in less than two minutes
   - SBR treatment using VMAT
   - Treatment should be fast to establish completed IMRT quality Treatment.
   - Speed of MLC motion, gantry rotation speed and dose rate are all used by the algorithm to ensure the treatment is delivered efficiently
   - VMAT Delivery produces a little as 600 MU per fraction and fixed field IMRT treatments of similar quality can easily generated
   - VMAT should use Dynamic MLC, Variable dose rate, Variable gantry speed to generate IMRT – quality dose distributions in a single optimized arc around the patient.

14. **Networking – Oncology information and image management/treatment record and verify system :-**

   The vendor shall provided a comprehensive oncology information and image management and treatment record and verify system.

   The system shall assist in the integration of radiotherapy patient data throughout the entire department which includes (i) Simulator (ii) New Linear Accelerator with the treatment Planning System (iii) New Brachytherapy System (iv) Plato Planning System (v) CT (VI) MRI, PET(to be procured in future) imaging units.

   It shall be based on one comprehensive database, thereby eliminating the need for redundant entry of data used in different applications.

   Record and verify shall be required with or without MLC to ensure precise delivery of planned dose rate even in conventional treatment.

   The system shall provide the following functions : Record and Review Patient Diagnosis : Plan a course of treatment in advance so that treatments are readily delivered when the patient arrives ; Write RT prescriptions that detail treatment techniques, fractions, and dose ; Define treatment fields; Link setup fields and notes to treatment fields ; Setup notes can include photos that show how to set up the patient ; Track dose to specific sites ; Define site breakpoints with instructions that appear when the breakpoint will be exceeded ; Store treatment plan information to avoid redundant and time-consuming data entry.

   MLC user operation shall be accomplished entirely through the Oncology Information System (OIS), thereby eliminating the need for a separate control station for the MLC. Planned leaf
shapes shall be incorporated directly into a patient’s planned treatment field(s) in the electronic Chart.

The MLC shape shall automatically appear on the OIS treatment screen during the setup and treatment of any patient with a planned MLC shape. The shape shall be displayed simultaneously with all other pertinent treatment parameters.

The system shall have the capability of storing patient photos facilitating correct treatment. The digital patient photographs should upload to the database. After treatment of the first field all subsequent fields shall be automatically and sequentially downloaded to start auto-setup of the next field without requiring operator interaction at either OIS console or In-Rom Monitor.

Port films shall be capable of being planned ahead of appropriate treatment session, completed with promoting from the system, and automatically recorded in the electronic chart. Port film dose shall be capable of being accumulated, if desired. The system shall permit override of individual treatment parameters (couch longitudinal for example) and require a password and appropriate user rights to successfully complete the override.

The record and verification station shall accept and store demographic data, notes or comments and diagnostic information for each radiotherapy patient. When the patient proceeds with tumour localization, treatment planning and simulation, the treatment parameters will also be entered into the patient’s file automatically or manually.

A daily patient schedule and time management schedule must be capable of being displayed on the computer monitor at the record and verify workstation. This schedule shall include, at a minimum, the scheduled treatment time for each patient, the patient’s identification number and the patient’s name. The schedule shall be used to select a patient for treatment on the accelerator.

The system shall be capable of maintaining a record of field-specific and treatment specific daily and cumulative doses for the target site and additional site of interest (mention available maximum number of additional sites of interest). It shall be possible to specify a prescribed dose for each treatment site for every patient. The system shall prevent treatment if this dose will be exceeded upon completion of the treatment. A manual override shall be provided. Overriding prescribed dose limits by unauthorized personnel shall not be permitted. After the daily irradiation of a patient, the therapy history will be updated and the given target doses, or doses calculated to other sites, shall be accumulated.

The operating system shall provide a convenient and efficient means for the user to generate and to print hard copy report of information contained in the database. The schedule of the OIS should be capable of maintaining scheduling any resource desired by the site. It should have a graphical user interface for ease of customizing schedule views, changing appointment times and minimizing keystrokes.

The OIS shall provide the capability to integrate simulation, CT, MRI, PET and electronic portal imaging system images into the OIS database to provide a readily available reference during the patient's course of treatment. Reviewing images immediately after acquisition from a remote location shall be permitted. The OIS shall provide the additional feature of managing drug administration to patients.

The hardware should consist of the following: two separate, but fully integrated servers, one each for data management and image management with back up with 1 terabyte capacity or more to handle our busy department workload;

- **Two additional image workstation for review and approval**;
  - a networked color image DICOM laser printer,
  - Capability for high speed internet connectivity for Online Service support.

Transfer to all parameters from existing simulator, CT, TPS for set up and treatment delivery to the accelerator should be possible. It should be possible to directly network the linac with
any treatment planning system which conforms international standard DICOM RT and with unlimited license.

There must be facility for matching of images from EPID, DRR and Simulator fluoroscopy and measuring differences. All the cabling etc is to be provided and laid down by the supplier of equipment.

15 Essential Accessories

15.1 An on-line UPS system with the appropriate power rating so as to operate the entire linac system for at least 45 min shall be supplied.

15.2 The Chiller system compatible with the system as per specifications of the manufacturer shall be provided along with the machine.

15.3 A closed-circuit color TV system with 2 TV monitors and 2 cameras in the linac treatment room shall be supplied.

15.4 A patient calling system shall be supplied.

15.5 Lastman Switch – 1 No.

16. 3-D TREATMENT PLANNING SYSTEM WITH MULTIPLE WORKSTATIONS

An advanced approved top end 3 dimensional treatment planning system (TPS) that should be capable of planning for conventional radiotherapy, 3D Conformal Radiotherapy (3DCRT), Intensity Modulated Radiotherapy (IMRT) and IGRT, volumetric arc therapy, with both forward and inverse planning with adaptability for future upgradation shall be supplied. Any software upgradation within 5 years of procurement should be incorporated free of cost. **Virtual simulation software should be part of the planning system.** The system should have an integrated patient data base that is accessible to all radiotherapy applications present in the division through planning and contouring workstation. It should work on client server architecture. The server should be able to do two planning’s at the same time. The planning systems offered should be latest version available with the company.

16.1 Hardware

Latest window based workstation with more than 450 MHz Processor with hard disk of 800 GB or more, and at least 8 GB RAM.

The latest hardware at the time of purchase should be supplied. 64 bit graphics controller cord and ethernet more than one Gbps cord. DVD reader and writer. The TPS and its workstations should have 21” LCD flat panel monitors. Multiple LAN ports should be available and the system should be configured for seamless interconnectivity with all the treatment planning and image acquisition systems in the department.

One advanced color laser printer with network connectivity shall be provided

One Digitizer with high resolution and accuracy of ± 0.1mm and size of 50x50cm. Active area or more should be provided. Scanner of high quality (600dpi) for data acquisition from plain x-rays, CT/MRI films should be provided.

One Printer cum Plotter – HP Inkjet colour printer/plotter, size A4/A3, 600dpi more, and speed of 400m.

Key board and optical mouse.

The networking interface should be capable of pulling DICOM images over LAN from the institute MRI / PET / CT machines.

16.2 Planning and contouring software

Contouring tool to provide 3D auto margin and 3D variable margin. Automatically create margins in all six directions. Edit/draw all contours, contour names, CT densities and colour.

Continuous trace, point to point and auto contour via MR or CT threshold. Automatic contouring of body structures for any given body volumes with facility of atlas based image segmentation. Contour on primary image study (CT), secondary image study (MR and PET) or fusion images. Outline tumor volumes and critical structures on transverse, visualize on sagittal and coronal planes including real time 3D visualization. Contour interpolation. Asymmetric stretch and resize. Rapid copy to superior or inferior slice. Virtual fluoroscopy Isocentre
placement from AP and lateral DRR’S. Auto computation of isocentre from target volume. Editing of origin placement in the reference slice and computation of isocentre with reference to origin. Should calculate each phase of treatment plan independently and as a composite plan. Should plan for the following combination:
- Photon-Photon
- Photon-Electron: All energy combinations
- Electron-electron: all energy combinations

Dose and marker point definition. Export of isocentre coordinates with reference to origin to laser control system. The system should support multi laser marking software. Provide pre-defined structure templates that can be used for all type of treatment. Must be able to add/submit predefined organs and/or parts of organs for defining areas of interest. Tool to match MRI, CT and PET image using reference point. Mutual matching algorithms must be available to auto match images using different modalities. It should be possible to display the calculated dose on sagittal, coronal and arbitrary planes and on MR, PET and fusion images. Should be fully integrated with the record and verify system. Should support addition of bolus of different thickness. Deformable and non deformable image registration software should be provided to allow image fusion of different modalities including CT/MRI/PET/Fusion images/KVCBCT.

### 16.3 Imaging Tools
Real time high resolution DRRs. Adjustable W/L presets for primary, secondary and DRR images. The DRR generation methods should include normal summed, MIP and volume rendered (for soft tissue / bone weighted DRR). Tool to perform plan dose summation or subtraction, side-by-side plan comparison and plan comparison using DVH. Facility to copy opposing fields including MLC, blocks and wedges (mirrored). Interactive BEV with DRR controls. Mouse and/or keyboard driven gantry, collimator and couch positions. Mouse and digitizer contour entry. Multi-structure/ multi-slice auto contouring. Slice-to-slice contour duplication and interpolation. Variable 3D auto margin generation. Auto conformation of blocks or MLC to targets with gantry, collimator and table adjustments.

### 16.4 IMRT
Support for coplanar and non coplanar beam arrangements. Synchronous IMRT optimization with respect to existing plan dose, tongue and groove corrected MLC segmentation routine for all vendors. User selectable number of intensity levels. QA data generation tools per beam and per plan. Support for multiple MLC vendors. IMRT QA tools. Ability to run IMRT plans on phantoms to create digital composite files for film comparison. Dose QA export to IMRT plan verification software. Intensity map BEV display. DRR with widest MLC position of segments should be able at do Dynamic /static IMRT plans. Should have full integration with IGRT-should be able to sent DRR of desired gantry orientation to IGRT system for comparison with KV radiographic image to determine patient shift. It should also be able to sent CT images to IGRT system to compare with reference CT images. Should be able to import Cone beam CT images from Treatment machine and compute dose on the imported images to evaluate dose to critical structures of the patient during treatment. If IMRT is delivered as a boost dose after delivery of partial treatment by conventional 3D-CRT plan, then it must be possible to incorporate the delivered plan to optimize the IMRT treatment plan. It shall include IGRT software also. The system should have capability for calculation of volumetric intensity modulated arc therapy as well conventional rotational IMRT. Specify algorithms available for use in optimizing and planning volumetric treatments.

### 16.5 Import and Export
All required licences for DICOM RT, RT PLAN/RT DOSE import and export through network between various imaging and treatment systems which are available (CT, MRI, PET CT Simulator) must be provided.

### 16.6 Configuration of Treatment Parameters
Beam Data entry via keyboard, digitizer, water phantom. Should accept data from IBA, PTW or other Dosimetry systems. Generation beam parameters: Gantry/ collimator/ table conventions/ single and dual asymmetric jaw limits/ PDD/OAR/TAR/TPR/BSF/Phantom scatter correction factor/ wedges/ blocks/ compensator. Should accept physical / motorized or dynamic wedge parameters. Multi- window overlay of measured vs generated depth dose and profiles. Multiple tray factor definition for each treatment machine. Output factor editor.

### 16.7 Utilities

16.8 Calculation Algorithm
The TPS should include at least three calculation algorithms each for photons and electrons. Convolution superposition and Monte Carlo for photons and pencil beam and Monte Carlo algorithms for electrons should be provided. Volumetric dose optimization algorithm and dose dynamic arc optimization for VMAT. Variable dose rate gantry speed, MLC shape in single or multiple arc planning.

16.9 Additional Workstations:
Two additional workstations with contouring and plan evaluation facilities shall be supplied. Full network connectivity between the linac, the oncology information and treatment record & verify system, its additional workstations on either locations, all imaging treatment planning and treatment delivery system on both locations must be established.

16.10 The TPS must have FDA – 510 K approval. The certificate must be enclosed.

17.0

| 1 | Daily QA. Device for quick measurement of Profile, Energy, Output and other checks | One |

List of Equipment for IGRT QA

| 1 | Programmable Quaser Phantom | One |
| 2 | Programmable Dynamic Movement Plateform (Quaser) | One |

List of equipment for VMAT QA

| 1 | 2D Array/Matrix | One |
| 2 | Octavius/Multicube/Arccheck | One |
| 3 | Gantry mount for PTW/IBA/Sun Nuclear | One |
| 4 | Gantry sensor for PTW/IBA/Sun Nuclear | One |

18. Warranty / Guarantee:
The whole linear accelerator system with all accessories both essential and supportive and for all types of consumables should have warranty for 60 months. All third party items will be the responsibility of the vendor supplying the linear accelerator.

19. CMC
Should be quoted for 5 years (from 6th to 10th years year wise) after expiry of 5 years of warranty for linear accelerator as a whole along with 3-D TPS and for all the accessories both essential and supportive and for all types of consumables- gas and distilled water etc. to be supplied. The water chiller UPS and CCTV system shall also be included under CMC. All third party items will be the responsibility of the vendor supplying the linear accelerator.

20. Uptime Warranty
The up-time warranty should be minimum 95% both during warranty and CMC. The calculation will be based on 24 hrs a day, 365 days a year basis. Penalty at the rate of Rs. 30,000 per day will be levied for short falling of 95% uptime guarantee.

21. Training of Staff
In order to fully and optimally utilize the equipment free training shall be provided as noted below:

Clinical training for 2 Medical physicists, 2 Radiation Oncologists and 2 Technologists for two
weeks in a designated clinical training centre in a developed country where the latest radiotherapy techniques are being routinely practiced.

The supplier should also arrange for on-site training for Radiation Oncologists, Physicists and Radiation Technologists of the Department for one month by trained personnel for the functioning of the entire linac system.

22 General conditions and requirements :-

22.1 The cost of the CMC shall be quoted only in Indian rupees.

22.2 All claims regarding meeting of the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or laser printouts will not be accepted as technical catalogues/brochures.

During the warranty and CMC period, software upgradation shall be provided free of cost.

The vendor shall submit a compliance statement point wise in regard to the specifications asked for in the tender. It will be responsibility of the vendor to go through all the tender requirements carefully and accordingly address each and every point in clear terms about their compliance. The yes or no statement mentioned in the compliance statement shall not be contradicted in the tender document.

22.3 The company shall supply all the items required for running the entire Linear Accelerator system (including all parts consumables e.g. Gas. and non consumables, imported or local). This assurance will remain valid for the entire life of the Linear Accelerator system. This assurance includes supply of all the parts required for proper functioning of the entire unit even if those have not been mentioned in the tender specifications advertised and the supply order /triptite agreement.

22.4 The Company shall help in carry out all the regulatory clearance required for installation, commissioning proper clinical use of the entire Linear Accelerator till the time the machine is made functional for patient treatment.
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong

Purchase of High Energy Linear Accelerator

Tender Enquiry No: NEIGR/S&P/OT/E-23/2016-17: Dated: 04/04/2016
F. No: NEIGR/S&P/34/2013

Corrigendum/Addendum

The Pre-bid meeting was held today 17th & 18th June, 2016. Representative from both the firms Varian Medical Systems and Elekta Medical Systems attended the meeting. The technical specifications laid down for high energy linear accelerator were discussed with both the vendors. Both the vendors suggested modifications as per respective list enclosed and those modifications which were acceptable to the committee were modified as follows. Those suggested modifications which are not acceptable were explained to the vendors why those cannot be accepted.

i. The heading should be read as “ONLINE OPEN E-TENDER ARE INVITED FROM ELIGIBLE MANUFACTURER /AUTHORIZED REPRESENTATIVE FOR PROCESSING OF HIGH ENERGY LINEAR ACCELERATOR WITH TURNKEY WORKS, WITH 5 YEARS WARRANTY AND THEREAFTER 5 YEARS CMC, FOR THE INSTITUTE.”

ii. Under Scope of work for Turnkey:

“Brachytherapy Minor OT Room” should be added as Point No. 1.

The sentence “The Vendor for Linear Accelerator will keep CT Simulator Room in a Raw State. Internal finishing, Electrical and HVAC work will be done by the vendor supplying the CT Simulator” should be read as “The Vendor for Linear Accelerator will keep CT Simulator Room, Brachytherapy Room and Brachytherapy Minor OT Room in a Raw State. Internal finishing, Electrical and HVAC work will be done by the vendor supplying the CT Simulator and Brachytherapy Machine respectively.”

iii. Under Technical Specifications

2.0 Electron Beam Energies

Point No 2.1 should be read as “Four or Five clinically useful electron beam energies shall be provided. The lowest energy shall be 6 MeV and the highest energy shall be 15 MeV or above. Energy shall be specified as the most probable energy (E0) of the electron energy spectrum at 100 cm from the accelerator exit window.”

2.8 Electron Arc Therapy

iv. Both the clause 2.8.1 & 2.8.2 can be deleted.

v. 5. MLC:

The sentence shall be modified as “MLC should be capable of performing Step and shoot IMRT or Dynamic IMRT or both.”

The word “SRS/SBRT” shall stand removed.

The sentence “MLC should be capable of treating stereotactic fields with 5 mm resolution or less (in case the manufacturer cannot offer MLC leaf less than 5 mm they should provide removable micro multi leaf system hardware and software for doing SBRT” shall stand removed.

vi. 6. Portal Imaging:

Optional: - the Sentence “Portal dosimetry system for IMRT Verification if available should be quoted separately” shall stand removed.

10. Virtual Simulation Software

vii. The sentence “Virtual Simulation Software with moving lasers compatible to the existing CT Scan Machine in this institute shall be provided, should be read as “Virtual Simulation Software with 3 sets of moving lasers & flat
table top compatible to the existing Somatom Definition AS + EXCEL, 128 slice CT Scan Machine in this institute, shall be provided."

<table>
<thead>
<tr>
<th>Tender Enquiry No: NEIGR/S&amp;P/OT/E-43/2017-18</th>
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<tr>
<th>11. Respiratory Gating: The Sentence ‘Real Time optical patient positioning system, Infrared emitter and detector system with infrared markers (reflector) for online correction of patient positioning’ is modified to ‘Real Time optical patient positioning system, Infrared emitter and detector system with infrared markers (reflector) for online correction of patient positioning or intrafraction 2D, 3D, 4D using KV Imager’</th>
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<tr>
<th>12. Anti-collision System</th>
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<tr>
<td>The sentence Anti-collision system (laser guided) other than touch guard system shall be provided should be read as ‘Anti-collision system (laser guided or touch guard system) shall be provided.’</td>
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<tr>
<th>14. Networking – Oncology Information and Image management/treatment record and verify system:-</th>
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<tr>
<td>The sentence “The system shall assist in the integration of radiotherapy patient data throughout the entire department which includes (i) Simulizer (ii) new Linear Accelerator with the Treatment Planning System (iii) New Brachytherapy System (iv) Plato Planning System (v) CT (vi) MRI, PET (to be procured in future) imaging units” should be read as “The system shall assist in the integration of radiotherapy patient data throughout the entire department which includes CT &amp; MRI imaging units only.”</td>
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<tr>
<th>15. Essential Accessories</th>
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<tbody>
<tr>
<td>The sentence “The OIS shall provide the capability to integrate simulation, CT, MRI, PET and electronic portal imaging system images into the OIS database to provide a readily available reference during the patient’s course of treatment. Reviewing images immediately after acquisition from a remote location shall be permitted. The OIS shall provide the additional feature of managing drug administration to patients” shall be deleted.</td>
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<tr>
<th>16. 3-D Treatment Planning System with Multiple Workstations</th>
</tr>
</thead>
<tbody>
<tr>
<td>The sentence One Digitizer with high resolution and accuracy of ± 0.1 mm and size of 50 x 50 cm. Active area or more should be provided. Scanner of high quality (600dpi) for data acquisition from plain x-rays, CT/MRI films should be provided can be deleted.</td>
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</table>

| 16.8 The sentence The TPS should include at least three calculation algorithms each for photons and electrons can be read as “The TPS should include at least two or more calculation algorithms each for photons and electrons.” |

<table>
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<tr>
<th>Optional Items to be quoted:</th>
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<tbody>
<tr>
<td>Committee felt that the up-gradation of Linear Accelerator can be done in future to provide SRS/SBRT treatment, hence, it may be asked as optional as follows:</td>
</tr>
<tr>
<td>SRS/SBRT facility to be provided as optional. The required Accessories, Hardware and Software should be provided for practice of SRS/SBRT and for its planning.</td>
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<tr>
<td>The price should be quoted separately which may be freezed for next five years.</td>
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Note: The modification suggested by the representative of Varian Medical Systems as No. 1, 2, 4, 5, 6, 10, 11, 12, 19, 21 cannot be modified. Because these modifications may lead to supply of low energy machines with single energy which the institute has not asked for:

[Signatures]

Dr. G. K. Rath
Prof. & HOD, Dept. of Radiation Oncology, National Cancer Institute, AIIMS, New Delhi (External Expert)

Dr. S. C. Sharma, Former Prof. & HOD, Dept. of Radiation Oncology, PGIMER, Chandigarh (External Expert)
### Turnkey Specifications:

<table>
<thead>
<tr>
<th>1. Turnkey Project:</th>
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<tbody>
<tr>
<td><strong>The Turnkey Scope of Work – High Energy LINAC</strong></td>
</tr>
<tr>
<td>i. The prospective bidders shall inspect the proposed site for High Energy LINAC before submission of tender.</td>
</tr>
<tr>
<td>ii. Tenderers are advised to acquaint themselves with access to site, location of work, local labour problems and any other matter relating to availability and carriage of construction materials. Adopting standard operation/ incorporating IG procedure for GRIHA requirement during construction/ post construction.</td>
</tr>
<tr>
<td>iii. The scope of work shall include the construction of the High Energy Linear Accelerator Centre as per the approved layout plan, connecting corridor to the Basic Science Block, construction of the concrete shell of the Linear Accelerator Bunker and all other site developmental works required for the installing and commissioning of the High Energy Linear Accelerator at the proposed site, plumbing and sanitary works, sewerage lines to the nearest manhole connected to the existing Sewerage treatment Plant, water supply lines from the point source identified by the institute, drainage lines, finishing works, filling, cutting, excavation, levelling works, modification works, water proofing works and any other incidental work required for the installation and commissioning of the High Energy Linear Accelerator.</td>
</tr>
<tr>
<td>iv. The bidders are required to submit the plan for the High ENERGY LINAC Centre on a turnkey basis. The scope of work includes complete Civil work, Electrical, Plumbing, Furnishing, Air-conditioning and Fire fighting for the construction of High ENERGY LINAC Centre.</td>
</tr>
<tr>
<td>v. While preparing the plan, the following aspects have to be addressed:</td>
</tr>
<tr>
<td>a. Care should be taken to provide easy negotiation of the patient stretchers / trolleys through corridors and doors.</td>
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<td>b. Radiation shielding as per AERB norms.</td>
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<tr>
<td>c. Furniture like desk, chairs, shelves, etc.</td>
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<tr>
<td>d. Patient stretcher and other furniture / accessories to make the High ENERGY LINAC functional.</td>
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<tr>
<td>vi. Bidders have to quote the Unit Rates of the following components of turnkey work and detailed BOQ should be mentioned:</td>
</tr>
<tr>
<td>a. Civil works - sq.ft/cubic ft, running metre, Kg etc.</td>
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<tr>
<td>b. Electrical work like per metre price, unit price for panel, isolation, etc.</td>
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<tr>
<td>c. Public health (plumbing and sanitary fittings) like per metre length of pipe, number of points, etc.</td>
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<tr>
<td>d. Air Conditioning (HVAC) – rate per tonnage, type of false ceiling and sq.ft rate, etc.</td>
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<tr>
<td>e. Interior Furnishing &amp; Furniture.</td>
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<tr>
<td>f. Miscellaneous.</td>
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<tr>
<td>Scope of work for turnkey:</td>
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<tr>
<td>The bidder should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed High ENERGY LINAC Centre along with technical bid of the tender. The High ENERGY LINAC CENTRE shall consist of the following rooms.</td>
</tr>
<tr>
<td>a. Linear Accelerator Treatment Room</td>
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<tr>
<td>b. Linear Accelerator Control Room</td>
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<tr>
<td>c. HDR Brachytherapy Room With Co-60 Source</td>
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<tr>
<td>d. HDR Brachytherapy Control Room</td>
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Construction work to be done as per the final plan / scheme approved by the Consignee.

Please refer to the following room arrangement (Fig. below).

The bidder can change/modify the room arrangement as well as dimensions of all rooms with adequate space for each room. Linear Accelerator, HDR Brachytherapy & CT Simulator rooms shall be as per AERB Guidelines.

The actual area of turnkey works done will be considered for payment, based on the site measurements and the unit rate quoted by the bidder.

The vendor for Linear Accelerator will keep the HDR Brachytherapy Room, Minor OT Room for Brachytherapy, CT Simulator Room in a raw state. Internal finishing, electrical and HVAC work will be done by the vendor supplying the HDR Brachytherapy Machine and CT Simulator machine respectively.

Water for construction purposes is in the scope of the contractor.

**CIVIL WORK:**

**Specifications:**

- **Foundation:** RCC Shallow foundation as per design.
- **Column, Beam & Slab:** RCC framed structure as per design.
- **Plinth Wall:** Stone Masonry in cement mortar 1:6.
- **Floor:** 65 mm thick cement concrete flooring.
- **Wall:** 125 mm thick 1st class brick wall in cement mortar in prop 1:5 with cement plaster 15 mm and thickness of walls as per AERB norms for specified rooms with RCC walls including two coats of plastic emulsion paint for interior walls over two coats of wall putty and weather shield paint for exterior walls over cement primer. Tiles to be provided in
toilets areas and other areas as specified.  
**Roof:** RCC as per design and roof treatment as applicable.  
**Window/Clerestory Window:** As per Architectural design with aluminium windows and necessary fittings.  
**Door:** Aluminium framed with prelaminated Board/Glass/factory made panelled/flush doors with necessary fittings.  
**Misc:** RCC chajja, grills in windows and clerestory windows.  

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<tr>
<td>i.</td>
<td>Construction / modification work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.</td>
</tr>
<tr>
<td>ii.</td>
<td>Construction renovation/ modification demolition, exaction, filling work including construction of full or half brick wall if required, plastering, flooring as per the approved plan and equipment layout plan. Necessary openings/ niches/ cutouts, wherever required as per drawings and asked for by the Engineer-In-Charge, shall be provided by the contractor without any extra cost.</td>
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<tr>
<td>iii.</td>
<td>Making surface good for floor modification for installing the LINAC.</td>
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<tr>
<td>iv.</td>
<td>Platform for unloading and shifting the LINAC; if necessary.</td>
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<tr>
<td>v.</td>
<td>Cable tray, trench &amp; channel – necessary trenches, cable tray and channels at required locations.</td>
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### A. Flooring:  

| i. | 600 x 600 mm vitrified tiles with 100mm tile skirting to match in LINAC room, Control room, lobby and patient preparation areas, Consultant’s room, TPS room, etc. |
| ii. | 50 mm thick cement concrete flooring with Vinyl flooring in LINAC equipment / UPS room. |

**Note:**  
Providing and laying approved quality, colour, design and shade fully homogeneous 600 x 600mm (thickness to be specified by the manufacturer) Vitrified tile flooring (Marbonite or 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 LINAC room, control room, lobby and patient preparation areas, consultant’s room, TPS room, etc.  

| i. | Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying levelling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage. |
| ii. | 50 mm thick cement concrete flooring at all heights and locations including scaffolding, preparing the surfaces, neat cement finishing to correct line or as required to receive architectural finish, level and plumb, curing wherever required complete as per specifications and drawings, with Vinyl flooring in LINAC equipment/UPS room, etc. |
| iv. | The entire complex will be made rodent/pest proof. |

### B. Painting:  

Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas except LINAC ROOM.  
LINAC ROOM Walls – High quality High density Vitrified Tiles clad on the side walls up to false ceiling.  

### C. False Ceiling:  

Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling.
Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.

All materials to be used in works shall conform to Indian Standards specification as published by ISI from time to time/as approved by the Department.

All works are to be carried out as per the applicable IS code of practice.

**PLUMBING WORK**

i. 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.

ii. Chiller Piping and control panel.

Note:

1. Tenderers are advised to visit the site of work to acquaint themselves about the levels of sub soil water, drainage facility for dewatering, accessibility to site, etc. and quote the rates accordingly.
2. All sanitary wares & CP brass fitting & fixtures shall be of first quality with ISI mark (unless otherwise specified) and shall be of the make as per the latest approved list of materials as per list of approved make/model, if any. They shall be got approved by the Engineer-in-charge before incorporating in the work.
3. 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 NEIGRIHMS campus identified by Engineer in charge, including all lifts, loading, unloading, stacking etc. complete as per specifications & as directed by the EIC

**ELECTRICAL WORK**

i. The Supplier /Vendor shall be required to specify the total load requirement in KVA for the LINAC center with details. The mains panel & distribution panel should be provided by the supplier. Few lights in each room shall be connected to the UPS to provide emergency lighting. (The anticipated load for the Construction and functioning of the building after hand over will be 250 kVA).

ii. The power supply will be made available from Sub-Station No. 2 (2x1000 kVA). As such 3 separate distribution L. T. feeders are to be provided by the Agency.

iii. The electrical work shall include the following:

a. Providing & Laying of underground, armoured, overall PVC sheathed cable of 1100 V grade, 3.5 Core of the size of 240 sq. mm as per ISI code in trenches – 220 metre from Sub-Station No. 2 to Electrical Control room at (-1) level of hospital.

b. Supplying and fitting of MCCB, 400 A, 4 pole complete with all accessorises for fixing in the existing panel of Control room at -1 level of hospital.

c. Providing & laying of PVC armoured cable 1100 V, 3.5 core, 150 sq. mm for control room at -1 level of hospital to LINAC centre for 200 metre (approx).

d. Providing & laying of PVC armoured cable 1100 V, 3.5 core, 120 sq. mm for Emergency supply System from Control room to LINAC centre for 200 metre (approx).

e. Installation of 2 L. T. control panels at LINAC centre with one MCCB (250 A, 4 pole) for each incomer, distribution box, isolators, Miniature Circuit Breakers, etc. as required.

f. Providing of two Earthing Stations with copper plate (as per ISI code) at a place not very far from the new electrical panels at LINAC centre.

g. Internal Electrical Wiring: FRLS wires of copper conductor of different capacity as per the load should be used. All switches and plug sockets should be of modular
h. General Lightings: Mirror optical type CFL of 1x28 W & 2x36 W & 2x36 W with electronic ballasts. LED lighting of 6-22 W.

All wires used must be FRLS (Fire Retardant with low smoke) type only.

iv. Construction Power: The supply will be available from the same source. The electricity charges as per prevailing tariff shall be borne by the vendor.

AIR CONDITIONING:

Linear Accelerator Room, Control Console Room and Treatment Planning System Room need to be air-conditioned. Package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air conditioning system should be designed with standby provision to function 24 x 7. The outdoor units of AC should have grill coverings to prevent theft and damage. Ventilation is required in toilet.

Environment specifications:

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

b. Temperature ranges: 22 +/- 2° C in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.

c. Air Conditioning Load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.

FURNITURE:

i. Revolving chairs height adjustable, medium-back with hand-rest – 15 No’s.

ii. Non-Revolving chairs with hand-rest – 5 No’s.

iii. Chairs for patient waiting area – Three-seater (chrome plated) - 15 No’s.

iv. Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement – 4 No’s.

v. Drug trolleys for patient preparation area. – 3 No’s.

vi. Patient trolley with rubber foam mattress to be kept in the patient preparation room – 5 No’s.

vii. Name boards for all rooms. All the rooms in the complex will be signposted.

viii. Sun film & ventilation blinds will be put up in all windows.

ix. Tables for all Workstations.

x. Changing rooms should have change lockers and dressing table.

xi. Dustbins (plastic with lid) to be provided as required.

xii. Any other furniture item as per requirement.

All furniture items should be of standard make as mentioned in the table below.

FIRE SAFETY MEASURE:

i. A fire alarm system of reputed make with smoke/ heat detectors, indicator panels, call boxes, electronic sirens and wiring will be installed. Audio call bell system with intercom & remote locking /unlocking facility to be provided at the main door of the complex.

ii. Supplying, Installing Dry chemical powder type fire extinguisher of 5kgs capacity, with initial filling in brand new cylinder with powder coated finish, fitted with Gun metal union, high pressure CO2 gas cartridge, discharge hose, wall mounting bracket, etc. complete, confirming to IS:2171 of approved make & complete as directed by EIC.

MISCELLANEOUS:
i. Cabling of Network (LAN) connectivity and required CISCO switches for networking the LINAC, TPS, CT simulator, and any other workstation used within the site.

**LIST OF ITEMS AND SUGGESTED MANUFACTURERS/BRANDS:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Referred Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FLOORING VITRIFIED TILES</td>
<td>Somany, Kajaria, H&amp;R Johnson, Marbonite, Granamite.</td>
</tr>
<tr>
<td>2.</td>
<td>PAINT</td>
<td>Dulux, Asian Paints, Nerolac.</td>
</tr>
<tr>
<td>3.</td>
<td>PLUMBING</td>
<td>Kohler, Jaguar, Grohe, Roca.</td>
</tr>
<tr>
<td>4.</td>
<td>SANITARY ITEM</td>
<td>CERA, Hindware, Parryware</td>
</tr>
<tr>
<td>5.</td>
<td>ELECTRICAL:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. CABLES</td>
<td>Finolex, Havells, V-Guard</td>
</tr>
<tr>
<td></td>
<td>ii. SWITCHES</td>
<td>Legrand, L&amp;T, Crabtree, Roma</td>
</tr>
<tr>
<td></td>
<td>iii. DISTRIBUTION BOX , MCB</td>
<td>Legrand, L&amp;T, Siemens, Havells</td>
</tr>
<tr>
<td></td>
<td>iv. LIGHT FITTINGS</td>
<td>Philips / Crompton / Wipro.</td>
</tr>
<tr>
<td>6.</td>
<td>AIR CONDITIONING</td>
<td>Daikin, Hitachi, Blue Star, Voltas.</td>
</tr>
<tr>
<td>7.</td>
<td>FURNITURE</td>
<td>Herman Miller, Godrej, Featherlit</td>
</tr>
</tbody>
</table>

**GENERAL POINTS:**

i. All items of work under this contract shall be executed strictly to fulfil the requirements laid down under “Basis of design” in the specifications. Type of equipment, material specification, methods of installation and testing and type of control shall be in accordance with the specifications, approved shop drawings and the relevant Indian Standards, however capacity of each component and their qualities shall be such as to fulfil the above mentioned requirement.

ii. The rate for each item of work included in the schedule of quantities shall, unless expressly stated otherwise, include cost of:

   iii. All materials, fixing materials, accessories, appliances tools plants, equipment, transport, labour and incidents required in preparation for and in the full and entire execution, testing, balancing, commissioning and completion of work called for in the item and as per specifications and drawings.

   iv. Wastage on materials and labour.

v. Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other labour necessary in and for the full and entire execution and for the job in accordance with the contract documents, good practice and recognize principles.

vi. Mode measurement shall be as per specification.

vii. In the event of conflict between schedule of quantities and other documents including the specifications the most stringent shall apply. The interpretation of the Architect/Engineer shall be final and binding.

- **OPTIONAL:** The following items to be quoted as optional (price to be quoted separately in the techno –commercial bid in the schedule “marked” Section XI (B)) Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex –Factory Price of BOQ (Price Bid)

i. **Patient Waiting Hall:** Provision of 42” size flat screen colour television with close cabinet & DTH disc with setup box & CD/DVD Player.
<p>| | |</p>
<table>
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<tr>
<td>ii.</td>
<td>Music system for all rooms and waiting areas in the centre.</td>
</tr>
<tr>
<td>iii.</td>
<td>LED X-Ray Film viewer with adjustable brightness; capable of holding 3 films of 14”x17” size – 4 No’s.</td>
</tr>
<tr>
<td>iv.</td>
<td>Broadband connection with static IP for REMOTE SERVICE of LINAC system.</td>
</tr>
</tbody>
</table>

Additional Civil Works:
SPECIFICATIONS / SCOPE OF WORK OF CIVIL CONSTRUCTION FOR THE LINEAR ACCELERATOR BUILDING BEHIND THE BASIC SCIENCE BLOCK

SPECIFICATIONS:

Foundation : RCC Shallow foundation as per design.
Column , Beam and slab : RCC framed structure as per design.
Plinth Wall : Stone Masonry in cement mortar 1:6
Floor : 65 mm thick cement concrete flooring
Wall : 125 mm thick 1st class brick wall in cement mortar in prop 1:5 with cement plaster 15 mm and thickness of walls as per AERB norms for specified rooms with RCC walls including two coats of plastic emulsion paint for interior walls over 2 coats of wall putty and weather shield paint for exterior walls over cement primer. Tiles to be provided in toilets areas and other areas as specified.
Roof : RCC as per design and roof treatment as applicable.
Window/Clerestory window : As per Architectural design with aluminium windows and necessary fittings.
Door : Aluminium framed with prelaminated Board /Glass /factory made panelled/flush doors with necessary fittings.
Misc : RCC chajja, grills in windows and clerestory windows.
Flooring : 600x600 mm vitrified tiles with 100 mm tile skirting to match in Linac Room, Control Room, Lobby and patient preparation area, Consultant’s room etc.
False Ceiling : Acoustical tile for ceiling with light weight insulating material of high quality supported on grid.

All materials to be used in works shall conform to Indian Standards specification as published by ISI from time to time /as approved by the Department.

All works are to be carried out as per the applicable IS code of practice.
The bidder should inspect the proposed site and submit all the detailed structural and architectural drawings and BOQ for the proposed Dual Energy Linac Centre along with the technical bid of the tender. The Dual Energy Linac Centre shall consist of the following rooms:

1. Linear Accelerator Room - 12.4 mx10.80 m
2. Linear Accelerator Control Room – 3.10 m x 10.80 m
3. Linear Accelerator Chiller Room -2.25 mx 2.70 m
4. Linear Accelerator UPS Room - 2.505m x 2.70 m
5. Ladies Toilet – 2.43m x 3.50 m
6. Gent’s Toilet – 2.00 m x 3.50 m
7. Store room - 2.00 m x3.50 m
8. Staff Changing room – 2.00 m x 2.50 m
9. Staff Toilet – 1.50mx2.50m
10. Dosimetry Rm – 2.00 m x 3.50 m
11. Mould Room -2.87 mx 3.50 m
12. Dark Room – 2.00 x 3.50 m
13. Consultants Room I – 2.70m x3.50 m
14. Consultants Room II – 2.70 m x 3.50 m
15. CT Simulator Room – 6.74 mx5.20 m
16. CT Simulator Control Room – 2.16 m x 6.74 m
17. Brachytherapy Control Room – 6.85m x2.50 m
18. Brachytherapy Room – 6.85 m x 5.00 m
19. Minor OT – 3.175 m x 4.915 m
20. OT Equipment Room – 2.25 m x 1.80 m
21. Scrub and Change Room – 2.25 m x 3.00 m
22. Treatment Planning Room – 3.50 m x 4.80 m
23. Physicist Room – 3.00 m x 3.00 m

The Scope of work shall include the construction of the DUAL ENERGY LINAC CENTRE per the approved layout plan, connecting corridor to the Basic Science Block, construction of the concrete shell of the Bunker (Linac Room) and all other site developmental works required for the installing and commissioning of the Dual Energy Linac at the proposed site, plumbing and sanitary works, sewerage lines to the nearest manhole connected to the existing Sewage treatment Plant, water supply lines from a point source identified by the Institute, drainage lines, finishing works, filling, cutting, excavation, leveling works, modification works, water proofing works and any other incidental work required for the installation and commissioning of the Dual Energy Linac.
SECTION VII
TECHNICAL SPECIFICATIONS
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 X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, Stabilizers, ...) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.

   b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.

   c) All software updates should be provided free of cost during Warranty period.

During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

In case, the company /manufacturer wants take the goods for repair, outside of the Institute, a standby system of similar type has to be provided by the company /manufacturer.

2. After Sales Service:

   After sales service centre should be available at the city of Hospital/Institution/ Consignee 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.

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

   a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including all spares for UPS, other vacuumatic parts, Stabilizers,...) and Turnkey (if any). The supplier shall visit each consignee s site as recommended in the manufacturer’s technical/ service /operational manual, but at least once in six months during the CMC period.

   b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

   c) Cost of CMC will be added for Ranking/Evaluation purpose.

   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 10 % of the CMC value as per Section XV valid till 2 months after expiry of entire CMC period. The same will be taken at Net Present Value with a 10% discounting factor each year.

   e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

   f) During CMC period, the supplier is required to visit at each consignee’s site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

   g) All software updates should be provided free of cost during CMC.

   h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

   i) The payment of CMC will be made as stipulated in GCC Clause 21.

   j) In case, the company /manufacturer wants take the goods for repair, outside of the Institute, a standby system of similar type has to be provided by the company /manufacturer.

Turnkey:
TENDER ENQUIRY NO: NEIGR/S&P/OT/E-43/2017-18

The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/consignee concerned. Turnkey details of are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job for Hospital/Institution/consignee concerned. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

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

Details of turnkey Work (to be furnished by Hospitals/ Institutes/ Medical College)

CIVIL WORK : As per installation requirement

ELECTRICAL WORK : As per installation requirement

AIRCONDITIONING WORK :

EXISTING SITE DRAWING : As per installation requirement

PROPOSED TURNKEY SITE DRAWING : As per installation requirement

FURNITURE : As per installation requirement
Section – VIII
Quality Control Requirements

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

Tender Reference No.
Date of opening
Time
Name and address of the Tenderer:

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

01 Name of the manufacturer
   a. full postal address
   b. full address of the premises
   c. telegraphic address
   d. telex number
   e. telephone number
   f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for
   a. normal
   b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
   a. for incoming materials and bought-out components
   b. for process control
   c. for final product evaluation

07 Test certificate held
   a. Type test
   b. As indicated in the detailed technical specification
   c. Any other

08 Details of staff
   a. technical
   b. skilled
   c. unskilled

Signature and seal of the Tenderer
Section – IX
Qualification Criteria

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

02. (a) The Manufacturer should have supplied and installed in last three years before the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last three years before the date of Tender Opening, at least 100% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.

02. (b) The Tenderers quoting as authorized representative of the manufacturer shall have three years of experience in the related field and should obtain documents from principals/manufacturer fulfilling the requirements in respect of condition mentioned in 2 (a), taking full responsibility of technical support, service and organizational support.

Note

“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.”

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

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

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

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

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
PROFORMA ‘A’
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Tender Reference No: _____________________________

Date of opening: ________________________________

Name and address of the Tenderer: _____________________________

Name and address of the manufacturer: _____________________________

<table>
<thead>
<tr>
<th>Order placed by (full address of Purchaser)</th>
<th>Order number and date</th>
<th>Description and quantity of ordered goods and services</th>
<th>Value of order (Rs.)</th>
<th>Date of completion of Contract</th>
<th>Remarks indicating reasons for delay if any</th>
<th>Have the goods been functioning Satisfactorily (attach documentary proof)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

* In respect of above certificate from Chartered Account can be produced with all the requisite details.
Section – X
TENDER FORM

Date__________

To
____________________________________________________________
____________________________________________________________
____________________________________________________________

(Complete address of the purchaser)

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 indicated in the price bid, 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 (A) PRICE SCHEDULE

1. The bidders should download the BOQ in excel format from the particular tender in the CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in excel format. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.

2. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

3. Bidders are advised not to enter anything /or even zero on the items /columns ‘NOT QUOTED’.

4. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

5. The charges for Annual CMC after warranty shall be quoted separately.

6. Cost of all accessories, cables, electrodes, consumables not included in warranty and CMC cost should be offered by the bidder.

7. Accessories, spares and consumable, if any, should be available for the next ten years.

8. Equipment with 5 years warranty and thereafter 5 years CMC will be taken for the purpose of price evaluation.

9. The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section XI (B) Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex – Factory Price of BOQ (Price Bid).

Signature of Tenderer________________________
Name________________________
Business Address________________________

Seal of the Tenderer________________________

Place: ___________________________
Date: ___________________________
### SECTION – XI (B) PRICE SCHEDULE

**PRICE SCHEDULE FOR ACCESSORIES /CONSUMABLES /ETC**

*(To be quoted as percentage of FOB /Ex-factory price against the item quoted)*

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Accessories /Consumables</th>
<th>Unit</th>
<th>Basic Price (In %)</th>
<th>GST /Other Taxes (In %)</th>
<th>DDP Price as percentage (%) <em>(against the item quoted)</em> of FOB Price /Ex -Factory Price (In %)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

- The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section XI (B) Price Schedule and cost to be offered in percentage *(against the item quoted)* of FOB Price /Ex –Factory Price of BOQ (Price Bid).
**SECTION – XI (C) PRICE SCHEDULE**

PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT FOR A PERIOD OF FIVE YEARS AFTER WARRANTY PERIOD

- After completion of 5 years Warranty period

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief Description of Goods</th>
<th>Quantity (Nos.)</th>
<th>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>6th 7th 8th 9th 10th</td>
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<td>2</td>
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<td></td>
<td>a b c d e</td>
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</table>

**NOTE:**
1. The bidder should offer the cost of Comprehensive Maintenance Cost (CMC) for 5 years from 6th to 10th year in the BOQ (Price bid).
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as per format of BOQ.
3. The cost of CMC quoted should be **Exclusive** of applicable tax.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98% on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions.
9. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
10. During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

Place: ___________________________  
Signature of Tenderer

Date: ___________________________  
Name

Business address:  
Tenderer:  
Seal of the
SECTION – XII
QUESTIONNAIRE

Fill up the Section XXI – Check List For Tenderers and enclose with the Tender

The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.
SECTION – XIII
BANK GUARANTEE FORM FOR EMD

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

(1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:

a) Fails or refuses to furnish the performance security for the due performance of the contract. Or
b) Fails or refuses to accept/execute the contract. Or
c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch
SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To
_______________________________________________
_______________________________________________
(Name and address of the purchaser)

Dear Sirs,

Ref. Your TE document No ____________, dated ______________

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

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

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.

Our other responsibility include:-
   i) We undertake that we will provide service/spares/accessories etc. though our agent as per terms and conditions of contract
   ii) We undertake that in case of any change of Dealer/Agent, we will inform the Purchaser about the award of dealership to new agent with address and telephone no.

Yours faithfully,
_______________________________________________

[Signature with date, name and designation] for and on behalf of Messrs___________________________

[Name & address of the manufacturers]

Note:
   • 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.
SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College

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

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

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

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

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

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

This guarantee shall be valid up to and including the ______ day of __________, 20___

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

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch
SECTION – XVI
CONTRACT FORM - A
CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

_________________________
(Address of the purchaser’s 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 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:

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of goods/services</th>
<th>Accounting unit</th>
<th>Quantity to be supplied</th>
<th>Unit Price</th>
<th>Total price</th>
<th>Terms of delivery</th>
</tr>
</thead>
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</tbody>
</table>

   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
(vii) Warranty clause
(viii) Payment terms
(ix) Paying authority

____________________________
(Signature, name and address of the purchaser’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 for Annual Comprehensive Maintenance Contract

**Annual CM Contract No._________________________ dated_________________**

Between

__________________________________________________________

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

And

__________________________________________________________

(Name & Address of the Supplier)

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

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Brief Description of Goods</th>
<th>Quantity (Nos.)</th>
<th>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total value (in figure) ____________ (In words) ___________________________

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from______________ (date of expiry of Warranty) and will expire on ______________ (date of expiry of CMC).

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacummatic parts, _____ & _____) and Turnkey (if any).

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee’s site for preventive maintenance including testing and calibration as per the manufacturer’s service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer’s manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods. During maintenance period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till _______________ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _______________ [(fill amount) equivalent to 10 % of the CMC value 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.
TENDER ENQUIRY NO: NEIGR/S&P/OT/E-14/2017-18

h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _________ (equivalent to 10 % of the CMC value as per contract) shall be payable to the Consignee.

i) Payment terms: The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) Paying authority: __________________________ (name of the consignee i.e. Hospital/ Institute /Medical College’s authorised official)

(Signature, name and address of Hospital/Institute/Medical College’s authorised official)
For and on behalf of ______________________

Received and accepted this contract

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

(Seal of the supplier)
Date: ______________________
Place: ______________________
SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

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

Contract No. & date : ______________________________

Supplier's Name : ______________________________

Consignee’s Name & Address with telephone No. & Fax No.: ______________________________

Name of the item supplied : ______________________________

Quantity Supplied : ______________________________

Date of Receipt by the Consignee : ______________________________

Name and designation of Authorized Representative of Consignee: ______________________________

Signature of Authorized Representative of Consignee with date: ______________________________

Seal of the Consignee : ______________________________
Proforma of Final Acceptance Certificate by the Consignee

No__________________

Date__________________

To

M/s ______________________

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No______________________________________ dated___________

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

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

(d) Quantity:________________________________________________________________

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_______________ dated _________________

(f) Name of the vessel/Transporter:___________________________________________

(g) Name of the Consignee:___________________________________________

(h) Date of commissioning and proving test:____________________________________

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Amount to be recovered No.</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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

The supplier has fulfilled its contractual obligations satisfactorily  ## or

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

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

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

Signature
Name
Designation with stamp

## Explanatory notes for filling up the certificate:
He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specification’.

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

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

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

Provisions of manuals have been adhered to.

**Authorised Signatory of the Bidder**

Certified complying to Electrical /Engineering norms where structural requirements exist.

**Engineering Section /Biomedical Engineer**

Certified the Installation and Commissioning of the Equipment.

**Dean (College) /Medical Superintendent (Hospital) /Deputy Director (A) (General)**

Old Existing Equipments /Stores collected from ______________ to ______________, if any equipment has become surplus (In the opinion of the department concerned)

**Incharge Central /Ancillary Store /Stores & Procurement Officer**
SECTION – XIX
Proforma for Bank Guarantee

To,
The Purchaser,

Address

This deed of guarantee made this day of _________________ between (Name of Bank) ________________________ (hereinafter called the “Bank”) of the one part, and the ____________________________ (The Purchaser) (hereinafter called “The Purchaser”) of the other part.

Whereas __________________________ (The Purchaser) has awarded the Contract bearing No. ________________ dated ____________________ for ____________ (Description of Goods) (hereinafter called the contract) to _____________________ (Name of the Supplier) (hereinafter called the Supplier).

In accordance with the provisions and Terms & Conditions of the Contract to provide for 90% payment amounting to Rs. __________. _______________ (name and address of Contractor) (hereinafter called “the Contractor”) shall deposit with the__________(The Purchaser) a bank guarantee to guaranty his proper and faithful performance under the said Clause of the Contract in an equivalent amount of ______________(amount of guarantee in figures and words).

We, the ____________________ (Bank), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the _______________ (name of the Purchaser) on his first demand through Demand draft payable at Shillong without objection/demur on our part.

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 _______________ (Name of the Purchaser) 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.

The guarantee remains valid in full effect from the date of the advance payment received by the supplier under the contract until _______________ (date)

Yours Truly

Signature & Seal :
Name of Bank/Financial Institution :
Address :
Date :
DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF
C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS

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

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

THIS AGREEMENT made the ____________ between North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences, Mawdiangdiang, Shillong – 793018, ("hereinafter called the “purchaser”) and ___________________________ ("hereinafter called the “supplier”) of the other part.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ___________________________________________________________________________ vide Tender Enquiry No. ___________________________ and has accepted a bid by the Supplier for the supply of those goods in the sum of " ___________________________ " (Hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLL OWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) The Bid Form and the Price Schedule submitted by the Bidder: - __________________________________________________________________________________________________________
   (b) The Schedule of Requirements: - __________________________________________________________________________________________________________
   (c) The Technical Specifications: - __________________________________________________________________________________________________________
   (d) The General Conditions of Contract: - __________________________________________________________________________________________________________
   (e) The Special Conditions of Contract: - __________________________________________________________________________________________________________
   (f) The Purchaser’s Notification of Award: - __________________________________________________________________________________________________________

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remediing of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods / services, which shall be supplied / provided by the Supplier, are as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Goods</th>
<th>Unit</th>
<th>Rate per unit</th>
<th>Total Amount (DDP at Consignee Site)</th>
</tr>
</thead>
</table>

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said .............................................................................................................. (For the Purchaser)

In the presence of: ........................................................................

Signed, Sealed and Delivered by the

said .............................................................................................................. (For the Supplier / Manufacturer)

In the presence of: ........................................................................

Counter Signed /Confirmed by

.............................................................................................................. (Principal /Manufacturer)

Note: The courts at Shillong will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Shillong court shall have jurisdiction in the matter.
**SECTION – XXI**  
**CHECKLIST**

Name of Tenderer: ____________________________________________________________

Name of Manufacturer: ______________________________________________________

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Activity</th>
<th>Yes/ No/ NA</th>
<th>Page No. in the TE document</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a.</td>
<td>Have you submitted hard copy of EMD of required amount for the quoted schedules?</td>
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<tr>
<td>b.</td>
<td>In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?</td>
<td></td>
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<tr>
<td>c.</td>
<td>In case Bank Guarantee is furnished, have you kept its validity of 45 days from Techno Commercial Tender Opening date as per clause 19 of GIT?</td>
<td></td>
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</tr>
<tr>
<td>d.</td>
<td>Have you enclosed GST registration, PAN Number/Card, valid document regarding the existence and registration of the firm</td>
<td></td>
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<tr>
<td>2. a.</td>
<td>Have you enclosed duly filled Tender Form as per format in Section X?</td>
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</tr>
<tr>
<td>b.</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</td>
<td></td>
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<tr>
<td>3.</td>
<td>Have you enclosed Quality Assurance Certificate &amp; Original Product Catalogue</td>
<td></td>
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<tr>
<td>4. a.</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?</td>
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<td></td>
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</tr>
<tr>
<td>b.</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</td>
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<tr>
<td>5. a.</td>
<td>Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?</td>
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</tr>
<tr>
<td>b.</td>
<td>Have you submitted copy of the order(s) and end user certificate?</td>
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<tr>
<td>6.</td>
<td>Have you submitted manufacturer’s authorization as per Section XIV?</td>
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<tr>
<td>7.</td>
<td>Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have you kept validity of 01 year from the Techno Commercial Tender Opening date as per the TE document?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9. a.</td>
<td>In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?</td>
<td></td>
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<tr>
<td>10.</td>
<td>Have you intimated the name an full address of your Banker(s) along with your Account Number</td>
<td></td>
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<tr>
<td>11.</td>
<td>Have you fully accepted payment terms as per TE document?</td>
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<tr>
<td>Sl No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the TE document</td>
<td>Remarks</td>
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<td>12.</td>
<td>Have you fully accepted delivery period as per TE document?</td>
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<td>13.</td>
<td>Have you submitted the certificate of incorporation?</td>
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<td>14.</td>
<td>Have you accepted the warranty as per TE document?</td>
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<tr>
<td>15.</td>
<td>Have you accepted terms and conditions of TE document?</td>
<td></td>
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<td>16.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per TE documents?</td>
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<td>17.</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three years prior to the date of Tender opening?</td>
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<td>18.</td>
<td>Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year as per “FALL CLAUSE” adhered by DGS &amp; D and other Government agencies.?</td>
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<td>19.</td>
<td>Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier (Principal)?</td>
<td></td>
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</tbody>
</table>

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

_________________________
(Signature with date)

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

_________________________
_________________________
(Name, address and stamp of the tendering firm)
<table>
<thead>
<tr>
<th>Consignee Code</th>
<th>Institution</th>
<th>Contact Address.</th>
<th>Tel No</th>
</tr>
</thead>
</table>
| 01            | Director, NEIGRIHMS, Shillong                                                   | Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India) Director’s Block, Mawdiangdiang, Shillong 793018, Meghalaya. | Website: [www.neigrihms.gov.in](http://www.neigrihms.gov.in)  
Email: storeneigrihms@gmail.com  
Tele/Fax: 0364-2538032 |

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