E-TENDER GLOBAL TENDER ENQUIRY (GTE)

DOCUMENT FORTHE PURCHASE OF MEDICAL EQUIPMENT FOR THE YEAR **2026-27** JIPMER, PUDUCHERRY

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SECTION I
NOTICE INVITING TENDER (NIT)

No. JIP/Pur.12(25) LINAC/OeT/2026 **Dated: 04.02.2026**

TENDER NOTICE

The Director, JIPMER, Puducherry invites Open E-Tenders (GTE) from the Manufacturers or their Authorized Agents dealing with the supply of the following item: -

Sl. No.	Name of the Equipment	Department	EMD amount (Rs.)
01.	**Advanced High Energy Linear Accelerator System – 01 No.**	**Radiation Oncology**	**1,75,00,000**

Note:

1. Tender processing Fee is inclusive of GST @ 18% (Our GSTIN: 4AAAJJ0846M1Z4)
2. Date, Time and venue of pre-bid meeting, if held, will be informed on website.
3. Last Date for receipt of pre-bid queries is radiationoncology.stores@jipmer.ac.in
4. Important dates related to this tender are given below.

2. Tender timelines:

i. Opening date and time for tender document download: **06.00 PM** on **04.02.2026**
ii. Last date for receipt of pre-bid queries: **04.30 PM** on **09.02.2026**
iii. Pre-Bid meeting date: **03:00 PM on 10.02.2026**
iv. Pre-bid queries can be made through e-mail radiationoncology.stores@jipmer.ac.in
v. Opening date and time for submission of online bids: **09.00 AM** on **14.02.2026**
vi. Closing date and time for submission of online bids: **12.00 Noon on 14.03.2026**
vii. Date and Time of opening online of bids: **09.00 AM on 16.03.2026** (For technical evaluation)
viii. Date and Time of opening online of price bids: To be intimated later.

3. Tender Processing Fee (Non-refundable) : **₹590/- (500+90)** [Including 18% GST] shall be paid through SBI collect only (Exemption not available for MSME, their registration with NSIC or any other Govt. organization).

4. Earnest Money Deposit (EMD) : EMD of **₹1,75,00,000/-** shall be paid through Bank Guarantee with one year validity. The EMD shall be returned without interest to the non- successful tenderers after acceptance of award of contract by the successful bidder. EMD Exemption only applicable for MSME Manufacturers. Traders & Service providers are not exempted fromEMD.

5. Interested bidders are advised to download the complete Tender Enquiry document from the websites **www.jipmer.edu.in** or **https://eprocure.gov.in/eprocure/app** for complete details.
6. The prospective bidders must register with the E-procurement system of https://eprocure.gov.in/eprocure/app. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in https://eprocure.gov.in/eprocure/app, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
7. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
8. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
9. The bidders shall submit the required tender processing fees through SBI collect and EMD through Bank Guarantee only before the due date and time mentioned above (as per GIT clause 20).
10. In case of imported items, the Indian Agent of Foreign Principals may submit their registration certificate with DGFT for items falling in the restricted list of Export & Import policy, Govt. of India.
11. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through **https://eprocure.gov.in/eprocure/app** e-portal (as described above) only.
12. In the event of any of the Date of opening online of bids being declared as a holiday / closed day for JIPMER, the tenders will be opened at the same time on the next working day.
13. The date, time and venue of the pre-bid meeting, if any, will be put up on the JIPMER Website www.jipmer.edu.in
14. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further addendums/ corrigendum related to this tender will be published in these websites only.
15. All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Section-XVII: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

Officer in Charge, Purchase Section
Ground Floor, Administrative Block JIPMER,
Dhanvantari Nagar, Puducherry: 605 006.
Ph: 0413-2296016
for Director,
JIPMER, Puducherry.

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A. PREAMBLE

1 Definitions and Abbreviations

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

1.2. Definitions:

(i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.

(ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

(iii) "Tenderer" means Bidder/the Individual or Firm submitting Bids/ Quotation/ Tenders.

(iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.

(v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vii) "Earnest Money Deposit (EMD)" means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.

(viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(x) "Consignee" means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.

(xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xiii) "Day" means calendar day.

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

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

(xvi) "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier or MSE as per the context, may be above the L1 for the purpose of purchase preference.

(xvii) "JIPMER" means the Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry 605006.

1.2. Abbreviations:

(i) "TE Document" means Tender Enquiry Document / Tender Document.
(ii) "TPF" means Tender Processing Fee.
(iii) "NIT" means Notice Inviting Tenders.
(iv) "GIT" means General Instructions to Tenderers
(v) "SIT" means Special Instructions to Tenderers
(vi) "GCC" means General Conditions of Contract
(vii) "SCC" means Special Conditions of Contract
(viii) "DGS&D" means Directorate General of Supplies and Disposals
(ix) "NSIC" means National Small Industries Corporation
(x) "PSU" means Public Sector Undertaking
(xi) "CPSU" means Central Public Sector Undertaking
(xii) "LSI" means Large Scale Industry
(xiii) "SSI" means Small Scale Industry
(xiv) "LC" means Letter of Credit
(xv) "DP" means Delivery Period
(xvi) "BG" means Bank Guarantee
(xvii) "CD" means Custom Duty
(xviii) "RR" means Railway Receipt
(xix) "BL" means Bill of Lading
(xx) "FOB" means Free on Board
(xxi) "FCA" means Free Carrier
(xxii) "FOR" means Free On Rail
(xxiii) "CIF" means Cost, Insurance and Freight
(xxiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
(xxv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
(xxvi) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
(xxvii) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
(xxviii) "Dte. GHS" means Directorate General and Health Services, MOH&FW.
(xxix) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
(xxx) "RT" means Re-TENDER.
(xxxi) "GST" means Goods and Services Tax
(xxxii) GMSD means Government Medical Store Depot
(xxxiii) "JIPMER" means Jawaharlal Institute of Post graduate Medical Education and Research, Dhanvantari Nagar, Puducherry- 605006.
(xxxiv) "MSE" means Micro and Small Enterprises
(xxxv) "AMC" means Annual (Labour Only) Maintenance Contract (labour and preventive maintenance but not spares)
(xxxvi) "OEM" means original equipment manufacturer.

2 Introduction

2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section - VII - "List of Requirements", 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 bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The bidder shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the Tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, 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.

2.5 Integrity Pact: All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per '**Section-XVII: Integrity Pact'**. Bids without a signed Integrity Pact shall be rejected

3 Availability of Funds

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

4 Language of Tender

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

4.2 The Tender submitted by the bidder and all subsequent correspondence and documents relating to the Tender exchanged between the bidder 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 Bidders

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

5.2 Participation in this tender is open to Class 1 and 2 local suppliers as defined in the Clause GIT 38.4 and to **Non local suppliers as it is Global Tender Enquiry.**

5.3 In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

5.3.1 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

5.3.2 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registeredin such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venturefalls under any of the above

5.3.3 The beneficial owner for the purpose of (5.3.2) above will be as under:

a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or share-holders agreements or voting agreements;
b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
e. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5.3.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

5.3.5 In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

5.3.6 Bidders must certify compliance with the above-mentioned provisions in the tender formas per Section IX.

6 Eligible Goods and Services

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

7 Tendering Expense

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

B. Content of Tender Enquiry Documents.

8 In addition to Section I – "Notice inviting TENDER" (NIT), the TE documents include:

Section II – General Instructions to Tenderers (GIT)
Section III – Special Instructions to Tenderers (SIT)
Section IV – General Conditions of Contract (GCC)
Section V – Special Conditions of Contract (SCC)
Section VI – Qualification Criteria
Section VII – List of Requirements
Section VIII – Technical Specifications
Section IX – Tender Form
Section X – Price Schedules
Section XI – Check Lists
Section XII – Bank Guarantee Form for EMD
Section XIII –Manufacturer's Authorisation Form
Section XIV – Bank Guarantee Form for Performance Security/CMC/ AMC Security
Section XV – Proforma of Final Acceptance Certificate by the consignee
Section XVI – GFR-144(xi) compliance certificate
Section XVII – Integrity Pact
Appendix A – Self certification format for claiming purchase preference under the "Public Procurement preference to Make in India" order

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

9 Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendments will be published on institute website www.Jipmer.edu.in and in the CPPP Portal (https://www.eprocure.gov.in/eprocure/app).

9.2 Such an amendment will be notified only in the website(s) www.jipmer.edu.in or www.eprocure.gov.in. All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the Tender Enquiry Documents can be done prior to the last date of submission of the Tenders.

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

10 Clarification of TE documents

10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned

through email to onlineetenderjipmer@gmail.com. The purchaser will respond to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender due date mentioned in the NIT. Any queries/ representations received later shall not be taken into cognizance.

C. Preparation and Submission of Tenders

11 Bidders have to ensure that all the documents are properly filled. The bidders must ensure that they submit the on-line bids within the scheduled closing date & time.

11.1 This is a Two-Bid Tender system, consisting of the Techno-Commercial Bid and Price Bid that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

11.2 Techno-Commercial Bid shall comprise

I. Fee Cover

i. Scanned copy (100 or 200 DPI) in pdf format of receipt ₹590/- (500+90) [including 18% GST] towards **tender processing fee** shall be paid through SBI collect only (Exemption not available for any category of bidder including MSME).

ii. Scanned copy in pdf format of **EMD receipt** or, if EMD exemption is claimed, **copy of valid registration** details proving that the bidder is a Micro or Small enterprise or is registered as a Small-Scale Industry with MSE, as the case may be should be uploaded.

II. In the cover named "**Prequal/Technical**" the scanned copy in pdf format of the following documents are to be uploaded:

i. **Tender Form** must be downloaded and filled in the format prescribed in Section IX in the firm's letterhead along with **Tender Signing Authority** issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s) must be scanned and uploaded as a single pdf file.

ii. Self-attested copies of a) **GST** registration certificate and b) of **PAN** Card and c) **Certificate of Incorporation**, d) **copies of annual report**, e) **audited balance sheet and profit & loss account** for preceding three years from the date of tender opening must be uploaded as a single pdf file.

iii. **Manufacturers authorization letter** if a distributor or agent participates strictly as per Section XIII**, and if a bidder is empaneled by the Competent Authority under GFR 144 (xi)** a copy of the same **or GFR-144(xi) compliance certificate** as per Section XVI must be uploaded**.**

iv. **Product brochure, technical documents, and relevant details** to establish in accordance with GIT clause 19 and **Quality certificates** such as ISO, CE, USFDA, AERB, BIS or CDSCO certificates, if asked for in the technical specifications, **List of users** of the same or similar product as quoted by the firm along **with Performance Statement** wherever asked supported by relevant copies of orders and **end users' satisfaction certificate**.

v. **Compliance statement** in a tabular form indicating whether the product offered complies with the specifications fully or not. In case of deviations from the required specifications, the extent of deviation must be given.

vi. **Self-certification for supporting the claim to be a local supplier under the "Public Procurement preference to Make in India" order in format as in Appendix-A (mandatory) documentary evidence in support of their claim wherever necessary that the bidder is a "Class 1 Local**

Supplier" or "Class 2 Local supplier" or "Non-local supplier" and any other document that the bidder wishes to submit as a single PDF file.

vii. **Check list** in the prescribed format (Section XI) duly filled and signed, **Signed Integrity pact as per Section-XVII** and anyother necessary documents wish to upload by the bidder to more fully establish.

1.1.1 as necessary in terms of clauses (5) and (18) of the GIT, that the tenderer is eligible to submit the Tender and, also, qualified to perform the contract if its tender is accepted.

11.3 Price Bid:

a. Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the accounting unit indicated in the e-tender document.

b. Signed **Price schedule as per Section-X** must be uploaded as a single pdf file.

11.4 Note:

i. The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.

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

iii. Each Pack size should not exceed 50MB, scanned document in 100 DPI or 200 DPI (B/W) resolution and upload as PDF only.

iv. Bidder can select the currency in BOQ for each item from drop down option.

v. The custom duty of 11% will be automatically calculated on the FOB rates of items of the price bid (BOQ).

vi. Indian agent can mention agency commission only in percentage (maximum 5%) in the price bid (BOQ).

vii. The bidder can quote CAMC value only in percentage for 6^{th} to 10^{th} year after warranty for the item no. **1.01, 1.02, & 1.05** in the price bid (BOQ).

viii. The bidder has to quote for all items of BOQ. Partial quoting will result in rejection.

ix. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority todo so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

x. Tender sent by fax/telex/cable shall be ignored.

xi. If there is discrepancy between prices mentioned in BOQ and PDF document, the prices mentioned in the PDF document would be considered as final and would be used for further processing.

12 Digital Signing of Tender

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

13 Tender currencies

13.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

13.2 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 quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

13.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

13.4 A tenderer quoting imported goods located within India shall upload documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self- declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), in their technical bid.

14 Additional information and instruction on GST:

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

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

15 Tender Prices

15.1 The Tenderer shall indicate on the Price Schedule only in the electronic format using the BOQ excel file and upload the same in the financial bid cover in the online portal.

15.2 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

15.2.1 The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;

15.2.2 Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;

15.2.3 Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

15.2.4 The price of Incidental Services, as mentioned in List of Requirements and Price Schedule.

15.2.5 The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.

15.2.6 The price of annual CMC/AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

15.2.7 Undue profiteering

a. Controlled Price, if any or MRP: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

b. Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

15.3 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. Price of goods quoted CIP/CIF (name port of destination) in India as indicated in the List of Requirements and Price Schedule.

c. The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

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

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

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

15.4 Buyback

a. Wherever a “Buy Back” price is asked for the same must be indicated separately. If it is not quoted when asked for, the tender will be rejected. The need for indication of “Buy Back”, when asked, 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 without going in for “Buy Back” as offered by the tenderer.

b. GST will apply on the value of buyback. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services

c. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.

d. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost

e. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.

f. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.

g. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract

15.5 Additional information and instruction on Duties and Taxes:

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

15.6 Goods and Services Tax (GST):

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

b) In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

d) The tenderer must take due care while quoting the GST. The actual rate of GST quoted by the tenderer, rather than the applicable rate, will be taken for price comparison. However, If the contract is awarded to the tender the purchaser will pay the lesser value of the applicable GST or the GST quoted by the tenderer.

e) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

15.7 Customs Duty:

This procurement falls under a DDP (Delivery Duty Paid) project, as per page 24, Clause

35.1 of the tender document. In accordance with the 2024 Manual for Procurement of Goods (Ministry of Expenditure), it is reiterated that the successful bidder / seller must pay all applicable customs duties before delivery. Delivery must be made at the site, only after clearance of the equipment from customs. Therefore, no customs-related payments shall be made by the buyer, and it is the seller's responsibility to ensure all import duties and taxes are settled prior to delivery. However, the customs duties will be reimbursed within 30 working days by JIPMER after submission of bill of entry and debit note as mentioned in section V of SCC (Pg. 52) Point No.3(ii)

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

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

15.10 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

15.11 The need for indication of all such price components by the Tenderers, as required in this clause (viz., GIT clause 15) 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.

15.12 Indian Agent

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 15.2 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, to render services during Warranty and CMC/ AMC period.
d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
e) Principal's/Manufacturer's original Proforma Invoice with the price bid.
f) Indian agent can avail only agency commission in percentage (maximum 5%) inclusive of GST of FOB rates of items 1.01 of the price bids.
g) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

16 Firm Price

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

are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price.

16.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 15 will apply.

17 Alternative Tenders

17.1 Alternative Tenders are not permitted.

17.2 However, the Tenderers can quote alternate models meeting the Tender specifications of same manufacturer with single EMD.

17.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Tender for the same item/product. In case an agent submits bids on behalf of more than one Principal/OEM all such bids will be rejected. In a tender, either the 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. If they do, the bid by the distributor/ Agent will be rejected. Also, one principal cannot authorize two or more distributors/suppliers to quote on their behalf in the same tender. If they do the bids of all the distributors/Agents will be rejected.

17.4 Tenders submitted by Sub-distributors of an Agent will not be accepted.

18 Documents Establishing Tenderer's Eligibility and Qualifications

18.1 Pursuant to GIT clause 4, 5, and 6, 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.

18.2 The documentary evidence needed to establish the Tenderer's qualifications shall fulfil the following requirements:

18.2.1 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 andsupply 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 XIII in this document, otherwise their bid shall be summarily rejected.

18.2.2 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 VI in these documents.

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

18.2.4 As per the DGHS's circular dated 17.11.2025, the Tenderer is mandated to submit the CDSCO (Central Drugs Standard Control Organization) License or the License issued by the State / UTs Licensing Authority under the Medical Devices Rules, 2017, without which the medical device cannot be sold in the country.

19 Documents Establishing good's Conformity to TE document.

19.1 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 andservices offered in its tender.

19.2 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.

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

19.4 All information in the Tender Enquiry Document must be supported with the manufacturer's original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.

19.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.

19.6 **THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED**. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

19.7 Wherever a quality certification is asked for such as ISO, CE or BIS etc, the certification body must be duly accredited as per International standards by the NABCB, a constituent Board of the Quality Council of India, or by the national accreditation body in that country. The certificate must have the NABCB logo or an IAF (International Accreditation Forum) logo failing which the certificate will not be accepted. In case of have any doubt about the certificate, the institution reserves the right to verify the authenticity of such a certificate from the NABCB and if it is not authentic the certification and consequently the bid will be rejected as nonresponsive.

19.8 In Compliance with the guidelines contained in the OM No X. 11035/379/2015-DFQC(Pt), dated 20.02.2018 issued by the Ministry of Health and Family Welfare, Government of India, wherever it is mentioned that US-FDA certified/ approved product or CE certified/ approved product is required in the technical specifications, the same may be read as 'the product should be approved by USFDA / CDSCO / BIS / DCGI / AERB' or 'the product should be approved by CE / CDSCO / BIS / DCGI / AERB' as the case may be.

19.9 Furthermore, wherever it is mentioned that 'US-FDA and CE' certified / approved product is required in the technical specifications, the same may be read as 'the product should be approved by US-FDA / CDSCO / BIS / DCGI / AERB'.

19.10 All radiation producing diagnostic or therapeutic equipment such as X-ray machines, C-arm image intensifier systems, CT Scanners, linear accelerator, gamma camera etc. must be approved by the Atomic Energy Regulatory Board of the Government of India (AERB).

19.11 Bids with false declarations regarding Local contents shall be rejected as non-responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

20 Earnest Money Deposit

20.1 Pursuant to NIT clause, the tenderer shall furnish along with its tender, Earnest Money as per clause 4 of Tender Notice**.** The Earnest Money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

20.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall beeligible for exemption from EMD. In case the tenderer falls in this category, it shouldfurnish copy of its valid registration details (with MSME or NSIC, as the case maybe).

20.3 The earnest money shall be denominated in Indian Rupees only and can be deposited through Insurance Surety Bond including e-Bank Guarantee, Bank Guarantee/Fixed Deposit Receipt drawn in favor of the "Director, JIPMER" payable at Puducherry along with the tender (Technical Bid). No interest is payable on Bid Security.

20.4 Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the Tenderer, in favor of the "The Director, JIPMER" payable at Puducherry. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the Tenderer as per the format specified under Section XII in this document.

20.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

20.6 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 bidder's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

20.7 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 comesto 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 bidder's earnest money will be forfeited without prejudice to other rights of Purchaserif it fails to furnish the required performance security within the specified period.

20.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks),it should be authenticated and countersigned by any nationalized bank in India by wayof back-to-back counter guarantee and the same should be submitted along with the bid.

21 Tender Validity

21.1 If not mentioned otherwise in the SIT, the Tenders shall remain valid for acceptance for a period of 365 days (Three hundred and sixty-five days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

21.2 In exceptional cases, the Tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto

shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Tenderers, who agree to extend the Tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall expire with the expiry of original bid validity.

21.3 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.

22 Submission of Tenders

22.1 The bidders must ensure that they upload their tenders in the e-tender portal https://eprocure.gov.in/eprocure/app not later than the closing time and date specified for submission of tenders. The bids submitted in the other section/departments/Centers of JIPMER, will not be considered and such bids will be summarily rejected.

23 Late Tenders

23.1 As there is no possibility of submission of tender after closing date and time in e-tender, the question of "Late tender" does not arise.

24 Alteration and Withdrawal of Tender

24.1 The bidder, after submitting its e-tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of e-tenders. Alterations / modifications to tenders received after the prescribed deadline is not possible.

24.2 No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or modifies the tender during this period, it will result in forfeiture of the EMD furnished by the bidder in its bid.

D. TENDER OPENING

25 Opening of Tenders

25.1 The purchaser will open the TENDERs at the specified date and time online. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Tenders will be opened at the appointed time and place on the next working day.

25.2 Authorized representatives of the Tenderers, who have submitted tenders on time, may attend the Tender opening provided they bring with them letters of authority from the corresponding tenderers. the Tender opening official(s) will prepare a list of the representatives attending the Tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

25.3 This being a Two-Tender system, the Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno-Commercial Tender opening, the Tender opening official(s) will read the salient features of the Tenders like brief description of the goods offered, delivery period, EMD and any other special featuresof the Tenders,

as deemed fit by the Tender opening official(s).

25.4 Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender. The prices of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

E. SCRUTINY AND EVALUATION OF TENDERS

26 Basic Principle

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

27 Scrutiny of Tenders

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

27.1 Prior to the detailed evaluation of Price Tenders, 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 20), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26), Code of Integrity (GIT Clause 47) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination ofa Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.2 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.

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

27.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily rejected.

(i) Non-submission of Appendix-A or non-mentioning of details of percentage of value addition and address of value addition in India in Appendix-A.

(ii) Non-submission of GFR 144(xi) compliance certificate

(iii) Tender form as per Section IX (signed and stamped) not enclosed.

(iv) Tender validity is shorter than the required period.

(v) EMD and Tender Processing Fee (Amount, validity etc.) receipts not uploaded in respective cover.

(vi) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XII.

(vii) Bidder has not agreed to give the required Performance Security.

(viii) Goods offered are not meeting the tender enquiry specification.

(ix) Bidder 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.

(x) Poor/ unsatisfactory past performance.

(xi) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xii) Bidder is not eligible as per GIT Clauses 5.1 & 18.

(xiii) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.

(xiv) Unsigned or incompletely signed Tender Form (Section IX)

(xv) Bidder has quoted as an agent on behalf of a Principal/OEM when the Principal/OEM has separately submit bid.

(xvi) Two or more bidders have quoted carrying authorisation to quote for the same Principals/OEM.

(xvii) Non-submission of all details of quoted items (HSN, MSE, Make-in-India, GFR 144(xi) compliance, make/brand, model, pack size and remark) in BOQ.

(xviii) Furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

28 Minor Informality/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Tenderer by E-Mail 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 Power to Ignore Minor Deviation: -

29.1 The purchaser reserves the right to ignore any trivial nature of deviation in Tender Enquiry Documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage as felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

30 Discrepancies in Prices

30.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unlessthe purchaser

feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

30.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

30.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 32.1 and 32.2 above.

30.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy ina tender, the same will be suitably conveyed to the Tenderer by E-Mail. If the tenderer does not agree to the observation of the purchaser, the Tender is liable to be ignored.

30.5 If there is discrepancy between prices mentioned in BOQ and PDF document, the prices mentioned in the PDF document would be considered as final and would be used for further processing.

31 Discrepancy between original and copies of Tender

31.1 In case any discrepancy is observed between the text etc. of the original copy and thatin the other copies of the same tender set, the text etc. of the original copy shall prevail.Here also, the purchaser will convey its observation suitably to the bidder by register /speed post and, if the bidder does not accept the purchaser's observation, that tender willbe liable to be ignored.

32 Qualification Criteria

32.1 Bids which do not meet the required Qualification Criteria prescribed in Section VI, will be treated as non - responsive and will not be considered further.

32.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

33 Conversion of tender currencies to Indian Rupees

In case the TE document permits the Tenderers to quote their prices in different currencies, all such quoted prices of the responsive Tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, ***as on the date of tender opening (Techno-commercial offer) opening***.

34 Schedule-wise Evaluation

34.1 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.

35 Comparison of Tenders

35.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VII – List of Requirements, the comparison of the responsive Tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and the price of Comprehensive Maintenance charges / Annual Maintenance charges (CMC/AMC) as specified in the technical specifications will also beadded for comparison/ranking purpose for evaluation. **Furthermore, t**he annual CMC amount used for price comparison will be 5% of the value of equipment

before GST ("Floor value of CMC") or the actual value of CMC quoted by the firm, whichever is higher. In case of labour only AMC the amount used for price comparison will be 2% of the value of equipment before GST ("Floor value of AMC") or the actual value of AMC quoted by the firm, whichever is higher. **"Net Present value (NPV) of the actual CMC/AMC price quoted or the "Floor value of CMC/AMC" as** described above, whichever is higher, for the required CMC/AMC period after the warranty period as stated in the Technical Specifications in Section VIII or inthe SCC in Section V ofthe TE Document or in the GCC Clause 15.2 whichever is applicable, shall be considered for bid comparison and the NPV will becalculated after discounting the quoted CMC/ AMC price by a discounting factorof 5% per annum."

The above-mentioned percentages of CMC/AMC are only for the purpose of price comparison. The order for the CMC/AMC will be at the actual price quoted in the bid in case the contract is awarded to the bidder. Furthermore, the abovementioned method of price comparison is applicable only for those firms who have quoted the CMC/AMC for the period as stated in the Technical Specifications in Section VIII or inthe SCC in Section V of the TE Document or in the GCC Clause 15.2 whichever is applicable. In case the bidder has not quoted for CMC/AMC where it has been asked for or has quoted for a period less than that asked for in the Technical Specifications inSection VIII or in the SCC in Section V of the TE Document or in the GCC Clause
15.2 whichever is applicable, the bid will be summarily rejected. A 'Performance security deposit' for CMC/AMC at 2.5 % of the cost of the equipment has to be paid by the supplier that will be retained for a period of at least two months more than the expiry of the last CMC/AMC period.

36 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

36.1 Further to GIT Clause 35 above, the purchaser's evaluation of a tender will include and take into account the GST or any other taxes which will be contractually payable(to the Tenderer), on the goods if a contract is awarded on the Tenderer.

36.2 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.

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

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1

price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

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

iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

v. To get the benefits of MSME, bidder has to upload MSME Certificate in the PreQual/Technical Cover.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

36.4 Preference to Make in India:

This tender shall comply with the following orders of the Govt. of India.

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No. P-45021/2/2017-B.E.-ll dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof;

Accordingly, bidders who are claiming eligibility to participate in this tender must submit a certificate in format given in APPENDIX A of this tender document along with documentary evidence in support of their claim wherever necessary failing which their bid will be summarily rejected. Class I, Class 2 and Non-Local suppliers are permitted to participate in this tender as per Notification No. F.4/1/2022-PPD(pt.), dated 21st June 2022. However, purchase preference will be given to Class I Local suppliers over Class II Local Suppliers and Non-Local Suppliers.

Important portions of the order are reproduced below by way of information. Bidders are advised to see the original orders and satisfy themselves that they qualify to participate in the tender.

A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019, 04.06.2020 and 16.09.2020:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to

provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

b. In cases of procurement for a value in excess of ₹10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Minimum Local Content: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

f. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

h. A fees of ₹10,000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

37 Bidder's capability to perform the contract

37.1 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.

37.2 The above-mentioned determination will, inter alia, take into account the Tenderer's

financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

38 Contacting the Purchaser

38.1 From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid.

38.2 If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically.

38.3 Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

F. AWARD OF CONTRACT

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

39.1 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.

40 Award Criteria

40.1 Subject to GIT clause 39 above, the contract will be awarded to the lowest evaluated responsive Tenderer decided by the purchaser in terms of GIT Clause 36.

41 Variation of Quantities at the Time of Award/ Currency of Contract

41.1 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.

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

42 Notification of Award

42.1 Before expiry of the Tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered/ speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the award will be cancelled and it will result in forfeiture of the EMD furnished by the bidder in its bid. Relevant details about the performance security have

been provided under GCC Clause 5 under Section IV.

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

43 Issue of Contract

43.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / Speed post.

43.2 Within twenty-one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/ speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

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

44.1 Failure of the successful tenderer in providing Performance Security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 41 and 43 above shall result in forfeiture of the EMD furnished by the bidder in its bid and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination for default.

45 Publication of Tender Result

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

46 Corrupt or Fraudulent Practices

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

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

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

G. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

47. Misdemeanors and Penalties

47.1 Code of Integrity

Bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

a. "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
b. "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
c. "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
d. "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
e. "Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
f. "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

47.2 Obligations for Proactive Disclosures:

a. Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
b. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

47.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

a. commits any of the following misdemeanours:
   i. violates the code of Integrity mentioned in GCC-clause 47.1 or the Integrity Pact if included in the Tender/ Contract;
   ii. any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.

b. commits any of the following misdemeanours:
   i. has been convicted of an offence:
   I under the Prevention of Corruption Act, 1988; or

   II the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

   ii. is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
   iii. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

47.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

47.4.1 if his bids are under consideration in any procurement

a. Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
b. calling off of any pre-contract negotiations, and;
c. rejection and exclusion of Bidder from the Tender Process

47.4.2 if a contract has already been awarded

a. Termination of Contract for Default and availing all remedies prescribed thereunder;
b. Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
c. Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

47.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall

be lawful on his part to:

a. File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
b. Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub- clause.
c. Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
d. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
e. Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:
    1. A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 47.3 -a) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
    2. Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 47.3 - b) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

47.5 A Pre-contract Integrity Pact (IP) would be signed between the Institute and the Prospective bidders/Sellers for all Procurements/Projects of value threshold limit of above 2 cores. The bidders shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. The prospective bidders will submit Integrity Pact certificate certifying that neither out company nor out products have been blacklisted or debarred from participating in current and future tenders floated by any State Government/Central Government/PSU etc. The integrity pact bond is attached as **SECTION - X** to this Rate Contract.

Appendix to Integrity Pact
Guidelines for Indian Agents of Foreign Suppliers

1. There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.
2. Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal/ OEM, whether should be brought on record in the Agreement and be made explicit.
3. Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
4. Disclosure of particulars of agents/ representatives in India, if any.

4.1. Bidders of Foreign nationality shall furnish the following details in their offers:

a. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority are given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

b. The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

c. Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only. 2.2

4.2. Bidders of Indian Nationality shall furnish the following details in their offers:

a. The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

b. The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

c. Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares in case of operation items.

4.3 In either case, in the event of contract, materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

4.4. Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

SECTION – III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry (TE) documents	No Change
C	11 to 21 22 to 24	Preparation of Tenders & Submission of Tenders	No Change
D	25	Tender Opening	No Change
E	26 to 38	Scrutiny and Evaluation of Tenders	No Change
F	39 to 47	Award of Contract	No Change

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

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1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within twenty-one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to 10 percent (10%) of the total value of the

contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award

5.2 The Performance security shall be paid one of the mode mentioned below:

Performance security of value up to ₹ 10,00,000/- (Rupees Ten Lakhs only) must be paid Online only through SBI Collect link (http://jipmer.edu.in -> Online payments -> Tender fee) found in the JIPMER website (http://jipmer.edu.in). In cases where the performance security is more than ₹10,00,000/- (Rupees Ten Lakhs only) it may also be paid as a Fixed Deposit Receipt drawn from any Scheduled bank in India or a Bank Guarantee/e-Bank Guarantee/ Insurance Surety Bond issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Director, JIPMER, Puducherry. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser including furnishing of performance security by Online payment through SBI Collect link (http://jipmer.edu.in -> Online payments -> Tender fee) found in the JIPMER website (http://jipmer.edu.in) or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser/Consignee for CMC/AMC security, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Purchaser.

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

5.5 The supplier shall enter into Annual Labour only / Comprehensive Maintenance with Purchaser, 3 (three) months prior to the completion of Warranty Period. The CMC/AMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of performance security by Online payment through SBI Collect link (http://jipmer.edu.in -> Online payments -> Tender fee) found in the JIPMER website (http://jipmer.edu.in) or, if the performance security is more than Rs. 10,00,000/- (Rupees Ten Lakhs only) it may be paid as a Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee/e-Bank Guarantee/Insurance Surety Bond issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Director, JIPMER, Puducherry for CMC/AMC security.

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 mentioned in 'Technical Specification' under Sections VIII.

7. Packing and Marking

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

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Sections 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 under Sections VIII and in SCC under Section V, the supplier shall make separate packages and mark each package on three sides with the following with indelible paint of proper quality:

a. Contract number and date
b. Brief description of goods including quantity
c. Packing list reference number
d. Country of origin of goods
e. Consignee's name and full address and
f. Supplier's name and address

8. Inspection, Testing and Quality Control

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

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

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again within a period of 45(forty five) days of intimating such rejection.

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

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

8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

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

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance

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:

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

b. in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier or its Indian Subsidiary/Indian agent from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

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

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

and

ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC/AMC periods.

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

13. Incidental Services

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

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

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

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A. For Domestic Goods, including goods already imported by the supplier under its own arrangement, within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post / courier / email (or as instructed in the contract):

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

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

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

ix. Port of Discharge and

x. Expected date of arrival.

15. Warranty and Maintenance Contracts:

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

15.2 Warranty conditions & DLP terms

15.2.1. As mentioned in the technical specifications, Section VI, para 387, the warranty period shall start from the date of AERB commissioning approval for clinical use and it shall be for 5 years (Technical specifications Section 6 para 388-392).

15.2.2. The warranty period as per technical specifications is five years from the date of AERB commissioning approval. The five-year warranty period requirement in technical specifications supersedes the three-year warranty period mentioned in the general conditions of contracts (GCC) clause in the tender.

15.2.3. The equipment and other items as specified in the technical specifications will be covered under 5-year warranty (Technical specifications section VI para387) with scope as specified in the technical specifications section VI para 388-392.

15.2.4. However, the items under turnkey works, like the newly constructed building as required in this tender including any further modifications required in the bunker as per the AERB requirements, if any; entire civil and electrical fitting like switches, plug points, ports for data and telephone lines, room lighting, ceiling, wall-mounts, exhaust fans, AHU, Firefighting equipment and furniture will be under one-year DLP.

15.2.5. At the end of one-year DLP period the vendor has to handover the list of items covered under DLP to JIPMER

15.2.6. Warranty as well as Comprehensive Maintenance contract will be inclusive of all items under Sl. No. 1.01 to 1.05 and 2.01 to 2.05 of list of requirements under section VII of the tender

15.2.7. Turnkey works like Building civil works, electrical fittings for room lighting, Electrical fans, AHU, Firefighting equipment and furniture will be under 1-year DLP (Sl. No 1.6 in section VII)

15.2.8. At the end of DLP the vendor has to handover the list of items covered under DLP to JIPMER

15.3 In case of any claim arising out of this warranty or CMC, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24 (hrs) X 7 (days) X 365 (days) basis (unless specified otherwise in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V) respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. Unless

otherwise stated in the Technical Specifications in Section VIII or as mentioned in the SCCin Section V, the supplier shall ensure that there will be 95% uptime warranty during warranty/CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty/CMC period by double the downtime period beyond 5% of the warranty/CMC period on 24 (hrs) X 7 (days) X 365 (days) basis.

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

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

15.7 During Warranty and AMC/ CMC period, the supplier is required to visit at each consignee's site at least once in 6 months (i.e., minimum 2 preventive maintenances per year) or more frequently as per manufacturer's recommendations, apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods. (This clause is applicable only for items covered under warranty and CMC (Section VII Sl. No. 1.06))

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract (CMC) or Annual (Labor only) Maintenance Contract (AMC) as given in the Technical Specifications between Consignee and the Supplier for the period as mentioned in Section VIII, Technical Specifications or as mentioned in the SCC in Section V after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC/AMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

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

The bidder is required to submit previous purchase orders issued by Govt., Semi-Govt, or Autonomous institutions for supply or similar equipment, clearly indicating the scope of supply, especially if it differs from the current tender requirements.

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of Contract

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

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

b) Mode of packing,

c) Incidental services to be provided by the supplier

d) Mode of dispatch,

e) Place of delivery, and

f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

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

21. Terms and mode of payment

21.1 Payment Terms

Payment shall be made in Indian Rupees, 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) Following delivery, satisfactory installation, commissioning of the equipment and all its accessories at the purchaser's site:

100% (Hundred percent) payment would be made against 'Final Acceptance Certificate' as per Section XV of goods to be issued by the consignee subject to recoveries, if any, either on account of LD or on account of non- rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

The following documents also need to be submitted before payment is made:

i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

ii. Two copies of packing list identifying contents of each package.

iii. Inspection certificate issued by the nominated Inspection agency, if any

iv. Insurance Certificate as per GCC Clause 11

v. Certificate of origin for imported goods

vi. Furnishing of Performance security of 10% order value valid for at least 60days beyond of date of expiry of warranty period.

B) Payment of the Imported goods

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

a. On Shipment: Eighty percent (90%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

ii. Original and four copies of the negotiable clean, on-board Airway bill/ Bill ofLading, marked freight pre paid and four copies of non-negotiable Airway bill;

iii. Four Copies of packing list identifying contents of each package;

iv. Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract **within 21 days.**;

v. Manufacturer's/Supplier's warranty certificate;

vi. Manufacturer's own factory inspection report and

vii. Certificate of origin by the chamber of commerce of the concerned country;

viii. Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.

b. On Acceptance and furnishing of Performance security of 10% order value valid for at least 60 days beyond of date of expiry of warranty period

Balance payment of Ten percent (10%) of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XV to be issued by the consignee through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

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

d. Payment of Indian Agency Commission**:**

Indian agent can avail only agency commission in percentage (maximum 5%) inclusive of GST of FOB rates of items 1.01 of the price bids. 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 prevailingrate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This is payable against submission of a certificate from the principal supplier that they have realized full and final settlement against their supply.

C) The payment terms & conditions are:

1. Main equipment
   a) A 100% Irrevocable LC will be opened against the items quoted in foreign currency
   b) 90% of the amount will be paid on receipt of the Bill of Lading documents
   c) 10% of the amount will be paid upon receipt of the AERB Commissioning approval and Acceptance certificate from the HoD of Radiation Oncology
2. Locally supplied accessories
   a) 100% of the amount will be paid upon receipt of the Installation certificate and other relevant documents from the Head of Radiation Oncology
3. Turnkey works
   a) 1st: 30% of the amount will be paid after approval from the Local authorities & ground breaking ceremony
   b) 2nd: 30% of the amount will be paid after completion of the civil construction works and Interior works
   c) 3rd: 30% of the amount will be paid after completion of electrical fittings and HVAC works
   d) Last 10% of the amount will be paid upon submission of the 'Final acceptance certificate' from the Head of Department, Radiation Oncology
4. Any other modifications / changes regarding payment conditions will be discussed and finalized during finalization of the tender.

D) Payment for Annual Comprehensive or Labour only Maintenance Contract Charges:

The consignee will enter into CMC/AMC (As given in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V or as mentioned in the GCC Clause 15.2 as applicable) with the supplier at the rates as stipulated in the contract. The payment of CMC/AMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee and following receipt of performance security for an amount equivalent to 2.5% of the cost of the equipment as per contract. Performance security may be deposited by Online payment through SBI Collect link (http://jipmer.edu.in -> Online payments -> Tender fee) found in the JIPMER website (http://jipmer.edu.in) or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser/Consignee for CMC/AMC security valid till 2 months after expiry of entire CMC/AMC period.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the

Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier

21.5 The payment shall be made in the currency / currencies authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 THE TENDERERS ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION INVARIABLY TO MAKE PAYMENT THROUGH RTGS/NEFT. "The payment in pursuance of stores supplied/services rendered/work done will be made throughRTGS/NEFT & charges incurred for effecting such electronic transfers will be borne by thepurchaser.

To make payment through above said mode, the vendor/supplier/contracts have to submit the following information invariably in their bid:
i. Name of the Beneficiary
ii. Bank Account No. of the beneficiary
iii. IFCS Code of the Bank/Branch.
iv. Permanent Account Number (PAN)
Failing which their quotation is liable to be rejected

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within 365 days (delivery period) from the date of opening of Letter of Credit. In case any other the time schedule is specified by the Purchaser/Consignee in the List of Requirements and is incorporated in the contract, the same shall prevail over the time schedule mentioned above. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.

The successful bidder should support Hospital / RSO for commissioning work and AERB approval for this task.

22.2 Subject to the provision under GCC clause 25, 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) When the maximum of the liquidated damages are reached, Termination of the

contract for default.

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

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

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

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

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated Damages

23.1 Extension of Time

Subject to the terms of this Agreement, bidder shall be entitled to an extension of the time for completion of supply of Product (without the Customer making any claims for damages) to the extent that the supply of the Product is delayed by:

1.1.1 Customer not making timely payment in accordance with the payment terms contained herein;

1.1.2 A variation in the terms of the Agreement due to a Change in Law;

1.1.3 Any delay, impediment or prevention caused by or attributable to the Customer, the Customer's representative/ consultants, or such other persons appointed by the Customer at the Installation Site; and

1.1.4 Delays attributable to an event of Force Majeure, or any other reasons not attributable to any negligence or fault of the bidder.

24. Termination for default

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver anyor all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 23.1.

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

prevented by the Force Majeure event.

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

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

27. Termination for convenience

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

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

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

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

28. Governing language

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

29. Notices

29.1 **Notice**, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/ Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its

intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by mutual consent of the parties in accordance with Arbitration & Conciliation Act 1996 and the seat of arbitration will be 'Puducherry'. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (₹1,00,000/-)

30.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

30.4 Venue of Arbitration: The venue of arbitration shall be Puducherry.

30.5 Jurisdiction of the court will be the courts of Puducherry/ Chennai.

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

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

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

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

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

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

33.6 The Supplier/its Agent/CMC/ AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect

of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

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

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

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

1. Warranty:

The warranty and CMC/AMC period, if mentioned specifically in the Technical Specifications of an equipment in Section VIII of the Tender Enquiry Document, shall prevail over that mentioned in the GCC Clause 15.2

2. Penalty against non-performance/ non-rectification of defects during warranty and CMC/ AMC Period (GCC Clause 15.4):

Penalty, if mentioned specifically in the Technical Specifications of the equipment in Section VIII of the Tender Enquiry Document, will be applicable in place of penalty mentioned in GCC Clause 15.4 in case of non- performance/ non-rectification of defects during warranty and CMC/ AMC Period.

3. Required Terms of Delivery and Destination:

i. For Indigenous goods or for imported goods if supplied from India: At Consignee Site(s)

ii. For Imported goods directly from abroad:

The order will be for DDP basis. However, the foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis. Manufacturer/ Supplier/ Indian Subsidiary of OEM/ Authorized Agent of OEM/ Bidder shall be responsible for timelylodgement of Bill of Entry (BOE), customs clearing, local transportation and deliveryof all goods to the consignee site. Purchaser being applicant of LC, will be responsiblefor providing CDEC (if applicable). The information on BoE assessment may be given to the purchaser and the payment of customs duty will be made within the office hoursof next working day. Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from warehouse to the consignee site for a period including 3 months beyond date of delivery. The purchaser will reimburse the actual customs duty paid and the applicable GST. Clearing House Agent charges and demurrage and penalties, if any, on account of delayed customs clearance will not be reimbursed.

4. Required Delivery Schedule:

Within 365 days from the day of opening the Letter of Credit in favor of the successful bidder

1.1.2 Note:

i. Supplier has to submit clear documents for opening of LC to JIPMER, Puducherry within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.

ii. In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.

iii. Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para 4) above.

iv. Since the supplier is responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall be counted for computation of LD.

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

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SECTION – VI
QUALIFICATION CRITERIA

1. The Tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the Tender enquiry document to quote and enter into a contractual obligation.
2. The Tenderer should submit list of organizations where the similar items have been supplied in the last three years along with complete details of items supplied. Tenderer may also enclose the copy of inspection note issued by respective Institutions/ Hospital. The tenderer is required to submit performance certificates from government institutions with more than 500 beds/ Ministry of Health/ International procurement agency on the organization letter head where the tenderer has supplied the item in case they have made the supply to such institutions. Failure to comply this clause will lead to rejection of their bid.
3. The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India.
4. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 and 3 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

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

SECTION – VII
LIST OF REQUIREMENTS

Sl. No.	Nomenclature	Qty. required
	Advanced High Energy Linear Accelerator System - 01 Unit **Warranty - 1-year standard warranty and 4 years extended warranty**	
1.01	High Energy Linear Accelerator System with SRS-SBRT-Gating capabilities, including servers, Treatment Planning Systems, SGRT, Respiratory gating gadgets and accessories, all hardware and software with licenses with ONE year standard warranty Machine Accessory - Lasers (Non-consumable) 1 set 4 numbers with ONE year standard warranty	1
1.02	Dosimetric QA systems including all hardware and software with licenses with ONE-year standard warranty	1
1.03	Immobilization accessories required for patient treatment at the machine with ONE-year warranty	1
1.04	Turnkey works including bunker construction, other civil and electrical works, printers, networking, firefighting, HVAC, chiller piping, Furniture & Other accessory systems with ONE-year Defective Liability Period (DLP)	1
1.05	Other Turnkey items - Chiller, Compressor, UPS & Batteries, Air conditioning with ONE-year standard warranty	1
1.06	FOUR years extended warranty for the items in Sl. No. 1, 2 & 5	1
2	Details of CAMC after expiry of 5 years warranty (CAMC coverage: S/N:1, 2 & 5)	
2.01	6^{th} year	1
2.02	7^{th} year	1
2.03	8^{th} year	1
2.04	9^{th} year	1
2.05	10^{th} year	1

SECTION – VIII TECHNICAL SPECIFICATIONS

Specifications can be downloaded from the JIPMER/CPPP website.

Advanced High Energy Linear Accelerator System

A	Linear Accelerator - Photons with Flattening Filter (FF) 6MV, 10MV &15 MV, Flattening Free Filter (FFF) 6 MV, 10 MV. Electrons with 5 different energies between 6 MeV and 18 MeV (high dose rate), VMAT & IGRT (kV imaging), 6D couch and motion management system
B	Three flattened photon energies 6,10 & 15MV and two unflatten photon 6 & 10MV. Electron: Multiple electron energy minimum 5 energies. Minimum of five different Electron applicators are to be provided
C	The make, model, version, series quoted by the vendor that matches the technical specifications mentioned below should be one that is of latest one not older than 2010 inclusive of all major components of LINAC parts including the MLC. The year of installation of this model in India and abroad must be stated with details of verification.
D	The quoted unit must be AERB type approved for all the energies and features quoted and should be available for demonstration (for all quoted facilities) to the technical committee.
E	The warranty commencement date will be with effect from the AERB approval date and not with respect to installation completion date, similar to the previous linacs procured in the department.
F	The unit must be CE certified, must meet International Electro Technical Commission (IEC) standards (specify the codes) for medical devices.
G	The unit must be a new one and must be the latest model. It must not be a refurbished or second-hand unit.
H	The date of manufacturing of the unit should be within 1 year before installation, which should be certified by the Original Equipment Manufacturer.
I	Treatment delivery: Image guided beam to deliver Intensity Modulated Radiotherapy (IMRT), 3-dimensional radiotherapy and Volumetric Modulated Arc Therapy (VMAT), Stereotactic Radiosurgery (SRS): Stereotactic Radiotherapy (SRT): Stereotactic Body Radiotherapy (SBRT), arc treatments with gating facility both in LINAC and 4DCT room. Total Body Irradiation (TBI) and Total Skin Electron Therapy (TSET). 6D true carbon fibre couch enabled with coplanar and non-coplanar treatments.
J	The installation of the LINAC shall be done by the experienced engineer(s), who has installed at least 5 installations of similar model
K	**Treatment planning system (TPS)** for successful planning of all type of treatment IMRT, IGRT, 3D, VMAT, SRS, SRT, SBRT. Arc treatments with gating facility.
L	The TPS and delivery system should be seamlessly integrated with the existing Hospital network system (HIS) and other imaging systems. Existing HIS network system may be used to establish the same. Relevant permissions for this work will be under the scope of JIPMER.
M	Turnkey: Supply, installation and commissioning of quoted LINAC with TPS and integration with the existing systems. This includes testing, packing, transportation, scheduling of transportation, transit insurance, delivery at site, loading, unloading, and lifting and storage services associated with delivery. The scope of work shall include construction of bunker, AHU room, TPS room, mould room, patient waiting hall to accommodate 15-20 patients and toilets (Male & Female). Mandatory construction works for radiotherapy bunker includes the civil (as required by the AERB layout approval to be obtained later after finalization of LINAC and finally for AERB commissioning approval for patient treatment), electrical including supply of UPS, chiller, air-conditioning, fire safety arrangements required for the successful functionality of quoted LINAC. Aesthetic work includes sky lighting/luminous sky ceiling inside the bunker only with fire retardant material. UPS with appropriate rating for 15 minutes backup should be provided for the LINAC and the server. A time period of 300 days for the turn key project from the date of the Opening of Letter of Credit.

	Detailed Specification
	High Energy Linear Accelerator System with SRS-SBRT, Gating systems with ONE year warranty
1	The make and model number of the LINAC must be clearly stated. The system should have Image guided beam to deliver Intensity Modulated Radiotherapy (IMRT), 3-dimensional radiotherapy and Volumetric Modulated Arc Therapy (VMAT), Stereotactic Radiosurgery (SRS): Stereotactic Radiotherapy (SRT): Stereotactic Body Radiotherapy (SBRT), arc treatments with gating facility both in LINAC and 4DCT room. Total Body Irradiation (TBI) and Total Skin Electron Therapy (TSET). 6D true carbon fibre couch enabled with coplanar and non-coplanar treatments.
2	The year of approval from FDA and AERB should be clearly stated.
3	Latest model to be supplied along with the manufacturing certificate to be provided. Give the details of recent installation of this model in India.
4	High Intensity Dose Rate must be available in FFF mode. Maximum dose rate in MU/min at isocentre should be provided.
5	The high dose rate electron mode should be available for total skin irradiation with a dose rate of more than 2000 MU/min at isocentre for 6 MeV and 8 MeV/9 MeV electron beam.
6	Beam Quality Indices: Should satisfy the latest AERB norms.
7	Photon & Electron Energy Should satisfy the latest AERB norms.
8	Consistency of dose rate at 100 cm SSD: The dose rate dependence of the dosimetry system with variations in dose rate from minimum to maximum should be less than ±1% or ±1MU/min/100MU. Specify the consistency of dose rate at 100 cm SSD.
9	Field Size: At least a minimum of 0.5 x 0.5 cm2 for MLC and 0.5 x 0.5 for jaws at SAD of 100 cm
10	Optical and Radiation field congruence should satisfy the latest AERB norms.
11	Display and optical field congruence should satisfy the latest AERB norms prescribed for SRS treatment.
12	Display and Radiation field congruence should satisfy the latest AERB norms prescribed for SRS treatment.
13	Independent asymmetric collimators by at least 10 cm as projected at 100 cm Target to Skin Distance (TSD) should be provided. Specify the range of travel with respect to the isocentre.
14	Display of field size/gantry/collimator/couch shall provide numerical values with a minimum resolution of one decimal place (0.1cm/0.1).
15	Collimator rotation: Read out accuracy should be within ± 0.5°. The accuracy of collimator isocentre should be within ± 0.5° mm. Should satisfy the latest AERB norms.
16	Variation of mechanical and radiation isocentre during complete collimator rotation should not exceed 1 mm in radius. Please specify the same for the system. This should hold true for all gantry positions. Should satisfy the latest AERB norms.
17	Specify the Isocentre to bottom of the collimator distance.
18	Specify the Dimensions of the collimator.
19	Specify the Collimator Jaw out travel in X and Y dimensions.
20	Specify the Material of the Collimator.
21	Specify the Percentage of transmission through collimator.
22	State the accuracies of the display. Should satisfy the latest AERB norms.
23	Must have digital readout for collimator position. Digital display should be present in both treatment room as well as the console.
24	State the field flatness for all the photon energies, should satisfy the latest AERB norms. Ratio of central value to that of 80% isodose at 100 cm SSD at 10 cm depth at a plane perpendicular to the central axis for flattened beam. The flatness should not exceed ±3%. This applies to both the radial and transverse axes of all square field sizes from 10 × 10 cm2 to 40 × 40 cm2.

25	Mention the field flatness for various gantry and collimator angles while treating with flattening filter. Should satisfy the latest AERB norms. Stability of the flatness with gantry rotation at 0°, 90°, 180° and 270° at 10 cm depth on x-, y- and diagonal axis for all field sizes from 10×10 cm2 to 40×40 cm2 should not be more than ±3%.
26	Mention the field symmetry for the longitudinal and transverse axes at 100 cm SSD at 10 cm depth for different gantry angles. Should satisfy the latest AERB norms.
27	Penumbra: Should satisfy the latest AERB norms. Measured as the width between 20 - 80% isodose lines for reference filed size at a depth of 10 cm at 100 cm SSD must be below 10 mm.
28	In the flattening filter free mode the complete beam profile for all energies should satisfy the latest AERB norms, the beam parameters at 10 cm depth for both transverse and radial profiles must be fulfilled as:- Energy - 6 MV Field Size 10 x 10 Actual Intensity at ±2 cm=97.5% and at ±4 cm=90.5% Field Size 40 x 40 Actual Intensity at ±6 cm=90.0% and at ±18cm=59.5% Energy -10 MV Field Size 10 x 10 Actual Intensity at ±2 cm=95.5% and at ±4 cm=85.0% Field Size 40 x 40 Actual Intensity at ±6 cm=80.0% and at ±18cm=45.0% (all the above para metres can have a variation of ± 2%).
29	Asymmetric Jaws: All collimator jaws should have the capability for treatment with asymmetric jaws. At least one set of jaws shall be capable of crossing the centre line by at least 10 cm as projected at 100 cm TSD. The collimators should re-centre automatically when the symmetrical mode of operation is re-selected. If the machine comes with independent X and Y jaws, they should be capable of independent movement and have asymmetric capabilities as outlined above.
30	Gantry Design: C Arm Gantry.
31	The wave-guide information, if required, should be provided for AERB regulatory purposes.
32	The Electron gun information, if required, should be provided for AERB regulatory purposes.
33	The RF power source information, if required, should be provided for AERB regulatory purposes.
34	The details of RF chain employed - couplings, driver, thyratron amplifier etc, if required, should be provided for AERB regulatory purposes.
35	Bending Magnets: 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.
36	The Vacuum System information, if required, should be provided for AERB regulatory purposes.
37	Radiation Head: Details for shielding for radiological protection. State if depleted Uranium is being used in any part of LINAC. Characteristics of the design and materials of the head of the unit are to be detailed.
38	Special Chilling units if required must be included with technical details and requirements for housing of the same should be mentioned and both the warranty and CMC should include this item.
39	The nature of Targets, Scattering Foils and their interlock system and related information, if required, should be provided for AERB regulatory purposes.
40	The details of flattening filter information, if required, should be provided for AERB regulatory purposes.
41	Specify the extent and speed of Gantry Rotation and accuracy of the same. Gantry/target rotational speed in Rotations Per Minute (RPM) 1 or more. Accuracy should be 0.5° with target to axis distance of 100cm and accuracy of 2 mm or lesser.
42	Specify all safety interlocks offered for fail safe operation of all systems. Should satisfy the latest AERB norms.
43	It should be a digital linear accelerator. Analog models are not acceptable.
44	The machine shall have inbuilt automated computerized wedge/motorized wedge that can produce an effect of any wedge angle up to 60 degrees.

45	The following accessories should be provided: Collimator mount accessory, Accessory mount, Port film graticule, Stereotactic motion disable kit for treatment table and gantry, Collision detection system for the Collimator, so that automatic field treatments can be carried out without any hindrance.
	Optical Field System
46	The optical field defining system for both photon and electron modes should satisfy AERB criteria.
47	Edge of the defining light field should coincide to within ± 2 mm of the 50% isodose line of an X-ray field taken with minimum build up for any field size at 100 cm2 for any angulation of the gantry / collimator system.
48	Optical and Radiation field congruence should satisfy the latest AERB norms prescribed for SRS treatment.
49	Isocentre accuracy should satisfy as per the latest AERB norms prescribed for SRS treatment.
50	Optical distance indicator indicating TSD between 70 cm - 150 cm. The accuracy of ODI should be within ± 0.1 cm.
51	Bright Cross wire or similar facility should be provided to indicate field centre.
52	Mechanical front pointer should be provided to locate isocentre of the unit within ± 1 mm in all orientations of the gantry and collimator.
	Laser System
53	4 Blue/Green Lasers of best quality should be provided.
54	Specify the luminous flux, adjustability with remote control, projection angle of the system.
55	Sagittal (Midline) Laser: The sagittal alignment laser shall provide a line length not less than 2 meters, adequately covering the entire length of the patient couch. Coronal (Right & Left Side) Lasers: Each coronal laser shall project a line covering a minimum distance of 2 meters in both length and width, ensuring full couch coverage. Mounting: All lasers shall be enclosed in a laser housing/box to prevent accidental disturbance or misalignment of settings. a line length not less than 2 meters, adequately covering the entire length of the patient couch. Coronal (Right & Left Side) Lasers: Each coronal laser shall project a line covering a minimum distance of 2 meters in both length and width, ensuring full couch coverage. Mounting: All lasers shall be enclosed in a laser housing/box to prevent accidental disturbance or misalignment of settings.
56	The laser line width at the isocentre shall be less than 0.5 mm to ensure precise alignment and positioning accuracy.
57	Straightness deviation of line should be less than 0.05 mm.
	Couch System 6D
58	Treatment Couch Table Top Requirements: The treatment couch table top shall be constructed of true carbon fibre with no metallic structures, ensuring minimal beam attenuation. The table top shall be indexed and fully compatible with the indexing system of the existing CT simulator model table top. The couch shall support all modes of treatment specified above, with six degrees of freedom (6DoF), including SRS/SRT (frameless) applications. The couch shall enable the execution of SRS/SRT treatments, and all necessary accessories to perform such treatments shall be provided. Equivalent couches meeting the above specifications may be considered acceptable.
59	It should have the capability for remote controlled robotic positional correction facility in three translational and rotational axes with respect to the **6D shifts** derived from the integrated to KV cone beam or fan beam CT and Orthogonal KV images acquisition system.
60	Specify the range of travel movements in the lateral and cranio-caudal direction. Minimum distance of lateral movement should be ± 24.5 cm from the isocentre. The accuracy should be within ± 0.5 mm.
61	Couch must have egocentric rotation to deliver non-coplanar static/arc beams.
62	It should have a free-floating facility for the table top with simultaneous lateral and longitudinal

	motions.
63	Specify the range of vertical movements in terms of height above and below the isocentre and lowest position from floor. Minimum distance of vertical movement must be greater than 20 cm from isocentre on either side and the accuracy should be within 0.5 mm.
64	Specify the range of rotation around the isocentre and directions. Minimum rotation of couch should be ± 90° on either side from the table 0° position.
65	All motions of the couch should be displayed in the treatment room and the control console
66	The control system should have the capability to operate all motions simultaneously for the gantry, collimator and couch from the in-room system as well as from the console.
67	Accuracy of all motions should be within ± 0.5 mm and ≤0.40 degrees.
68	Lift capacity of the table top and extent of sagging at maximum load to be specified and the maximum load which can be lifted should be 180 Kg or more.
69	The couch top should have the capability to rotate remotely for non-coplanar treatments.
70	The system should have robotic control of couch in all 6 dimensions (all 3 cardinal translational and all 3 rotational). If this system requires an additional couch system, the same should be specified and provided. Specify the range of motion that is possible with the 6D couch in all the dimensions. The resolution of the robotic couch movements in all dimensions shall be 0.5 mm. Specify the couch movement speed in linear, translational and rotational directions.
71	Specify the positional and angular accuracy in all 6 dimensions and range of correction and movement for the additional couch.
72	Motorized motions must be with hand pendant control with an option of variable speed control
	Safety
73	Specify details for anti-collision mechanism for the gantry.
74	Specify the different interlock situations of beam OFF.
75	The system should prevent accidental selection of procedures such as electron arcs or high dose rate electron irradiation by providing an “extra step” in selection procedure. Provide details of the mechanism used
76	Anti-collision mechanism should be provided in the Gantry for routine treatment and VMAT.
77	The machine shall have a verification system which allows the treatment only to be initiated if parameters set and parameters planned are equal within a customizable tolerance table
78	Specify the details of Machine performance check
	Leakage Radiation
79	The radiation leakage through the beam limiting diaphragm should satisfy the latest AERB guidelines and should be less than 0.5%.
80	Leakage radiation should satisfy the latest AERB norms. The leakage radiation outside the treatment area and averaged over 100 sq cm should be less than 0.1% of the maximum absorbed dose at the isocentre.
81	The ratio of neutron radiation outside the treatment area should satisfy the latest AERB norms and within a radius of 1m from the target to absorbed dose at isocentre shall be ± 0.05% Neutron contamination within the useful beam for 6 MV shall be negligible and for 10 MV beam and above should not exceed 1% of the photon dose at Isocentre. This should be measured and demonstrated to the RSO of the Department of Radiation Oncology, JIPMER, Puducherry, by Vendor using a calibrated dosimeter (REM COUNTER or equivalent).
	Electron Contamination
82	The electron contamination should satisfy the latest AERB norms and should not be more than 1%.
	Beam ON and stabilization time
83	Beam on and stabilization time should be minimum and actual value should be stated.

	Multileaf Collimator (MLC) and SRS cones requirements
84	Multileaf Collimator (MLC) and SRS Cones Requirements: 1. The system shall be equipped with a high-resolution multileaf collimator (MLC) of 5mm leaf width at the isocentre capable of performing all SRS treatments and functional SRS and SBRT. The MLC shall support a filed size of 40 x 40 cm^2 or 22 x 40 cm^2. A set of three (3) physical cones for SRS treatment shall be supplied with the system. 2. The bidder can submit an optional quote for equipment with MLC resolution of 3mm or less physical or virtual.
85	It should be capable for performing all types of IMRT such as multiple static, step and shoot, dynamic MLC rotation and Volumetric Arc therapy.
86	State the number of leaves in the MLC. The number of leaves should be greater than or equal to 120.
87	Leaf material shall be of tungsten alloy or any high atomic number material. Inter-digitization of leaves should be provided. MLC leaves should be integrated to the accelerator and OIS network.
88	State the over travel range for each leaf beyond the beam axis. Minimum overtravel distance of each leaf should be greater than 14 cm.
89	Accuracy of Light leaf projection and X-ray leaf projection must be less than/equal to 1 mm and as per latest AERB norms.
90	Radiation transmitted through the leaves must be stated. Transmission factor should be less than 3 % of primary beam. As per latest AERB norms.
91	Radiation transmission outside the field must be less than 0.5%. State the actual value. As per latest AERB norms.
92	Mention the penumbra defined by the leaf ends. Penumbra for should be lesser than 7 mm for 10×10 cm2 field size. As per latest AERB norms.
93	Specify the MLC leaf motion speed for all the leaves combination.
94	Mention leaf position accuracy. Accuracy ≤ 0.5 mm. As per latest AERB norms.
	Dose Monitor Chamber
95	State the arrangement of the dose monitoring transmission chambers.
96	Are the transmission chambers sealed or unsealed.
97	Give details of the accuracy of the chambers in measuring dose and dose symmetry
98	Specify details of hardware and software interlocks for dosimetry control and patient & unit safety.
99	Should have two independent channels for monitoring accumulated dose.
100	Treatment shall be terminated by the dual channel system when : Dose set and dose delivered coincide Reading in 2nd channel exceeds 1st by 2 - 10 MU Two channels read differently exceeding 5% of the set dose per treatment Backup timer pre-set time is elapsed.
101	Reproducibility of the dose monitoring system should be within 2% at any fixed gantry angle from 0 - 360 degree. Precision 1% or 1 MU.
102	Linearity of dose monitoring system must be within 1% or 1 MU whichever is less for all photon and electron energies.
103	The monitoring system must be independent of dose rate within 2%.
	Main Control Console
104	Fully computerized control console should be provided outside the treatment room.
105	All functions and modes of the LINAC should be capable of being controlled through software in the console.

106	Displays must include power on/off, status, total dose, time, mode selection, energy selection, interruption mode, radiation on/off, rotation / arc mode, jaw movement mode, port film mode etc.
107	There should be separate indicators for accumulated dose and dose rate.
108	Warning for exceeding a preset maximum value of dose determined by the user
109	Option should be available for system calibration and servicing
110	Separate mode operation should be present for monitoring and adjusting the accelerator parameters.
111	Dose, Dose Rate, All angles and all accelerator parameters to be displayed on flat monitors for the entire system both inside and outside the treatment room.
112	Give full details of the number of displays required for the complete system including that for imaging.
113	Networking for communication with TPS, saving the treatment history, portal images, KV images and cone beam/fan beam CT. The entire networking is the responsibility of the vendor.
114	The portal imaging system, KV imaging system and treatment delivery should be integrated uniquely for every patient in the console.
115	Accuracy of collimator and gantry angle displays should satisfy the latest AERB norms and 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.
	Event Logging
116	The system must record all relevant equipment parameters during clinical operation for later review
117	There must be a fail safe mechanism for execution of treatment.
118	Auto sequence and such procedures for sequencing and transmission of fields to the machine should be available.
	Treatment Room Hand Pendant
119	Two hand pendants should be provided in the treatment room.
120	All operations to control the gantry, collimator, jaw setting, couch movements, EPID, Cone beam/fan beam CT system must be functional from the pendants.
121	To prevent possible errors software must ensure that conflicting signals are not sent to same device at the same time.
	Remote Servicing
122	Facility for remote diagnostics and servicing should be provided. Please provide details and requirements for the system.
123	Factory beam data set in soft copies for all beams, wedge beams, wedge profiles etc for reference must be included.
	Portal Imaging System
124	Solid state amorphous silicon Electronic Portal imaging device (EPID)
125	Specify the size of the display matrix and resolution. Details of sensitive area to be given in details. 1024 x 750 pixels or more.
126	EPID should be mounted to the LINAC capable of imaging at any gantry angle.
127	Large capacity and high-speed PC with 21 inch or higher display flat panel colour monitor for acquisition and viewing.
128	Specify the following for the EPID: FOV at Isocentre, Extent of vertical, lateral and longitudinal movements, Image acquisition rate. Useful sensitive energy range. MU required per frame. Image acquisition before during and after the treatment - specify all modes. Integrated Image acquisition during the treatment. Cine and fluoroscopy image acquisition and storing and retrieving the acquired images after radiation exposures. Sag of the EPID at extended arm positions at 90 & 180 degrees less than or equal to 1 mm.

129	Portal images must be integrated with the main console
130	The EPID must have integrated software for verification with simulation images and TPS - DRR images and evaluation tools to determine systematic and random setup errors.
131	EPID must be able to give real time / Fluro mode images.
132	Images acquired to be saved automatically with the patient record in the Oncology Information System. The same should be available for review in an integrated fashion which should allow the operator to review the setup accuracy across the entire treatment history. This should provide an integrated view of other imaging modes like KV imaging and CBCT. Mention image acquisition rate per frame.
133	The EPID should be able to do portal dosimetry using the vendor provided software.
134	KV and MV detectors must deliver acceptable image quality at the time of initial acceptance and for the entire period of warranty.
135	Image deterioration with respect to commissioning base line image will be a valid cause for replacement of the detectors or the entire EPID.
	On Board Imaging (kV Detector & kV Source)
136	The KV detector should be flat panel amorphous silicon maximum available FoV and display matrix of the highest resolution available with the vendor to be provided.
137	Mention the KV range and KV step if it continuously variable in radiographic, fluoroscopic and cone beam / fan beam CT modes.
138	Provide details of X-ray tube and its housing.
139	Specify the rating of the X-ray tube and its power supply.
140	Specify the focal spot dimensions, anode heat storage capacity and total heat storage capacity.
141	Mention the required cooling time between two successive volume scans.
142	It should be feasible to perform KV-KV pairs, MV-MV pairs, Fluoroscopic KV imaging, Cine MV imaging etc for image Fluoroscopic KV imaging, Cine MV imaging etc for image guidance during treatment. Gated arc (Manual/automatic) based on Fluoroscopy KV image acquisition may be provided. Mention all types of image acquisitions (KV and MV) available. Triggered /Intrafraction imaging KV imaging for both 2D and 3DCBCT, 4D- CBCT. (or) KV Triggered/Intrafraction, 2D imaging, 4DCBCT Imaging & 3DCBCT imaging.
143	Specify the details of extended IGRT for larger fields like CSI patients.
	Respiratory Gating
144	A Gating System to account for patient and organ motion should be provided along with necessary accessories
145	Two Independent systems should be made available in the Linac and CT simulator rooms and must be integrated with the Linac, CT Simulator, Planning System and Record and verification systems (Server).
146	The respiratory monitory system supplied should be able to monitor and record patient breathing cycle in the format for the CT system available at JIPMER.
147	The respiratory gating system installed in CT should support retrospective and prospective CT simulation.
148	Necessary accessory to be provided with the respiratory gating system in CT and Treatment room to enable the patient to see their breathing pattern during CT Simulation and Treatment.
149	The Gating system should be integrated with the treatment machine and should control the beam ON/OFF without interference from the operator.
150	If consumables are required for using the quoted model of respiratory gating system, price of 250 numbers of the same need to be quoted and made available during the period of warranty and CMC (250 numbers over 10 years)
151	Specify the details of respiratory gating for scanners and real time positioning for machine

152	Specify the software and workstation for binning
	Surface Guidance
153	The latest version of optical surface guided system based on three or more HD cameras with resolution more than 2 Mega Pixel installed in the treatment room for assisting with patient set up and treatment monitoring to be provided. The latest model cameras available with the quoted model to be supplied.
154	The Camera installed should not affect normal functioning of the Linear accelerator or interfere with its radiation field.
155	The system should monitor the patient on table in real-time and should automatically place the beam on hold if the patient moves beyond the set tolerance in any of 6 degrees of freedom (6DOF)
156	Each camera pod should have at least one camera with a projector for projecting pattern of light for motion tracking and reconstructing real time 3D surface of the patient
157	All the software features/licenses available with the vendor for patient positioning and treatment monitoring to be provided.
158	The system provided should support all treatment modalities (3DCRT, IMRT, VMAT, SRS, SBRT, DIBH prospective or retrospective gating) and treatment sites (Head, Head & Neck, Thorax, Breast, Abdomen, Extremities).
159	Vendor to specify the spatial, temporal resolution accuracy for patient positioning, motion monitoring in both coplanar and non-coplanar treatments. All cameras should have identical specs.
160	The system should have accuracy for Absolute-positioning accuracy of ≤0.5 mm / ≤ 0.5°, Motion-monitoring accuracy of ≤0.5 mm /≤ 0.5°.
161	Vendor to provide the field of view, Pixel size (image resolution), frames per second for image capturing of the proposed system. All cameras provided should be of the highest specification and model supplied by the vendor. All cameras should have identical specification.
162	The system shall use a reference surface image relative to the treatment isocentre for positioning and provide Automatic couch correction in all 6 degrees of freedom (DOF) of translation and rotational directions
163	The proposed system should be capable of real-time monitoring of the patient surface throughout the treatment session.
164	System shall have non-contact real-time visual coaching tools for patient coaching and better breathing reproducibility.
165	System shall provide guidance for correcting patient posture, such as chin / arm position for better improved positioning.
166	The System should have active feedback for the region of interest drawn.
167	The system should be capable to perform no-rigid/rigid registration along with a capability for camera settings for a range of different skin tones.
168	System shall have the capability of imaging bolus accessories that can be reused to improve positional reproducibility.
169	The system should have an Optimization for probability of detection (POD) occlusion at least two cameras should provide feedback to the software.
170	System should be capable to provide information on the patient monitoring with Numerical values, Colour code, and colour projection/live video feed on the display to the RTTs
171	System shall be capable of automatic DICOM RTR import/ export and network- based data storage.
172	It should have a comprehensive QA check.
173	The system must be FDA approved or CE marked.
174	Should provide a single camera unit in the CT Simulator to capture the reference surface, generate a respiratory gating signal, and intra-fraction monitoring. The system should be able to communicate with the CT simulator to generate 4D binning.

175	It must have the ability to quantify and compare respiratory baseline from treatment to the original CT session.
176	The Data from the CT and treatment unit to be stored on a rack mount server with sufficient storage and backup.
177	Vendor shall provide QA devices and calibration phantoms for daily QA.
178	Software updates and any related hardware upgrades that are required to use SGRT seamlessly are to be provided during the warranty and CAMC period
179	Patient coaching device for DIBH: A patient coaching device suitable for Deep Inspiration Breath Hold (DIBH) shall be provided. The device shall be fully compatible with a CT Simulator of 80 cm bore size. Compatible with Philips big bore CT.
180	Should manage intrafraction variation.
	Networking/Linking of LINAC-Server, Chiller, Air Compressor
181	Linac to be networked with JIPMER HIS (Hospital network system)/CT/4D motion management systems. The network switches and back up tapes / drive all are included in the warranty clause similar to the Linac.
182	Linac to be linked with the chiller. The chiller, pipeline(copper) and periodic water replacement in chiller to be covered. No additional payment will be made from JIPMER side for the periodic maintenance of the chiller / water.
183	If an air compressor is required for the functioning of the supplied LINAC, its maintenance and warranty terms shall be the same as those applicable to the LINAC.
184	Oxygen Pipeline for Anaesthesia: A dedicated oxygen pipeline for anaesthesia must be installed in the LINAC treatment room. The pipelines shall be connected from the existing RCC equipment room to the new bunker, ensuring seamless integration with existing infrastructure. Nitrous oxide, air and vacuum / succession to be provided.
	Treatment Planning System
185	The treatment Planning system provided must be the latest version as available with the company on the date of purchase. All essential software updates required to run all the Equipment seamlessly are mandatory during warranty and CAMC period without any additional costs and to avoid obsolescence of the equipment (Anti-obsolescence protection like SSA or its equivalent must be provided with the bid – at least one such upgrade, including hardware and software afresh must be included during the first five-year period)
186	The treatment planning system should have the capability to plan all modalities of treatment including 3D-CRT, IMRT, IGRT, VMAT, SRS, SRT, SBRT and Arc treatments with gating facility. It should have all planning and calculation licenses including those for the cones supplied by the vendor.
187	Import of CT/MRI/PET/PET-CT and other DICOM images taken at or outside the Department of Radiation Oncology, RCC, JIPMER, when available in standard DICOM format needs to be done and must be included in price quoted.
188	It should automatically create 3D image from the supplied axial images and should make the body structure though auto segmentation.
189	All necessary software tools for virtual simulation if available should be provided.
190	Optimization algorithm should be capable of inverse planning for the given objectives. Monte Carlo or its equivalent algorithm for fast IMRT/VMAT dose calculations. Biological optimization and template-based plans or equivalent should be provided. The above optimization algorithm/s should be capable of optimization for both coplanar and non-coplanar beam geometries. Adaptive radiotherapy: please specify latest modes of approaches towards acquisition, registration, review, dose reconstruction etc along with Deformable Image Registration software & QA. Deformable Dose Accumulation, BED, EQD2 and EUD tools. Knowledge based plans or equivalent should be provided

191	Specify the latest algorithm available with the vendor along with the version for VMAT and IMRT optimization (with dynamic jaws tracking and dynamic collimation) algorithms with details.
192	IMRT / VMAT Optimization based on EUD/TCP and EUD/NTCP criteria (biological evaluation) should be available for VMAT and or IMRT. This can be in the form of biological cost functions given in the optimization algorithm. Separate license for biological optimization and evaluation (as per TCP / NTCP) if required to be provided.
193	The dose should be exportable for external QA software for verification while doing QA.
	TPS Hardware
194	All specifications provided below for TPS hardware represent the basic minimum requirements; configurations with higher specifications will be preferred. The system must include multicriteria optimization and real-time trade-off exploration (or equivalent) for treatment planning. Barco monitor with 32 MP or Medical-grade computers or factory-validated and tested planning systems must be supplied.
195	High grade/Medical grade work stations with latest version and software of two such systems should be provided. This should be capable of VMAT optimization and calculation using the latest algorithms.
196	Medical grade monitors (Barco's Coronis One Look (MDMC 32133) with 32MP resolution or its equivalent company/factory validated high-quality, high-resolution radiologist display) should be provided for the 4 workstations for the contouring stations and, 2 nos. of GPU workstations for the calculation TPS. Total 6 workstations.
197	Please give detailed hardware specifications regarding all the above items.
198	All workstations should be seamlessly connected via networking and the Oncology Information System Software. The system should provide connectivity for the LINAC with all its electronic systems, Treatment planning system, MLC, Portal Imaging and On-Board Imaging system, Remote couch correction, planned motions for non-coplanar fields, portal dosimetry for pretreatment QA and all software packages required for functionality of IGRT and simulators. The networking should be done with the latest CAT cables and the vendor is responsible for cable laying for the complete network.
199	Any additional hardware / software licenses required for adaptive RT, 4D, etc to be specified.
	Contouring Software
200	Contouring tools for 3D auto margin and 3D variable margin
201	Automatically create margins in all six directions. Both positive and negative margins should be possible and individual expansions should be possible in all dimensions. Real time high resolutions DRRs. Adjustable W/L presets for primary, secondary and DRR image.
202	Edit/Draw all contours, contour names, CT densities and colour for each structure. Facility for selection of colour for DVH display is available should be specified.
203	Continuous trace, point to point and auto contour via MR and CT threshold.
204	Auto-segmentation and auto-search for body for given volumetric image.
205	Contour on primary image (CT) or secondary study images (MRI / PET/Functional images) after image fusion. Also should be feasible to contour on fused images after image registration in other systems.
206	Outline tumour volumes and critical structures on transverse sagittal and coronal planes with visualization in any 3 axes including real time 3D visualization.
207	Contour interpolation facility. Variable 3D auto margin generation.
208	Asymmetric stretch and resize facility should be available.
209	Rapid copy to superior and inferior slices.

210	AI-driven auto-contouring system capable of segmenting organs-at-risk (OARs) and relevant anatomical structures from CT (primary modality) and MRI/PET/functional imaging (secondary modalities). An integrated AI-based auto-contouring for all body sites (Brain, Head and Neck, Thorax, Abdomen and Pelvis). The auto-segmentation process should be capable of contouring the major organs at risk.
211	Separate licences should be provided for site or organ specific atlas based auto-segmentation. Atlas based auto-segmentation along with deformable image registration should be available on all new and existing workstations on the network. The number of licences required for simultaneous use in two or more workstations should be specified.
212	It should be possible to add / subtract / join one or more contours (Boolean operation) of drawn structures as well as that of isodoses converted into dummy structures.
213	It should have the capability for interpolation of contiguous and non-contiguous contours between one or more image planes. It should be able to copy and extend the contours in arbitrary lengths along the cranio caudal direction.
214	Facility for both deformable and rigid image registration should be available. The result of registration of both types should be editable and exportable. The system should be capable of registering arbitrary images like CT/fMRI/PET/PETCT, and Cone beam/fan beam CT.
	Planning software
215	The system should auto-compute isocentre placement from AP and lateral DRRs and also with respect to the centre of mass of the target volume.
216	There should be a facility to place multiple isocentre for the same plan.
217	The system should allow planning using the SAD technique or the SSD technique depending on requirement.
218	It should be possible to edit the placement of isocentre manually by dragging on any plane as well as by entering numerical position with respect to the origin.
219	The system should recognize the DICOM origin of image acquisition and allow setting of arbitrary centres of origin with respect to external fiducials.
220	The system should be able to place multiple points and marker point definitions. It should be able to import marker point and field isocentre as well as field details from the existing virtual simulation workstation.
221	Planning of various combination of beams should be possible viz. photon - photon, photon - electron and electron – electron
222	Adaptive planning.
223	The system should allow the dose calculation of each field, all fields and combination of fields across plans for the same CT dataset. It should allow computation of dose in a single plane and across an arbitrary volume of interest. The system should allow computed isodoses to be exported as structures.
224	It should be possible to use Bolus of various thicknesses and various materials in the treatment planning system to use during the dose calculation. The system should have a list of commonly used bolus material with respective electron density available for use.
225	The system should have the capability of copying fields with all accessories, plans and contours across image sets and in the same image set. It should be possible to generate an opposing pair of fields with all accessories and collimator configuration reversed.
226	The system should allow auto conformation of MLC and blocks to various structures and shapes. It should support the capability to export the block shape to computerized automatic block cutter.
227	The system should be capable of allowing manual entry of gantry, collimator, couch and multileaf collimator positions values. In addition to a keyboard-based entry interface it should be possible to modify these parameters via mouse on the Graphical user interface directly.
	Imaging System Software
228	The treatment planning should have the capability to display real time Digitally Reconstructed

	Radiographs (DRR).
229	It should be possible to have adjustable Window and Length for display of DRR.
230	Various preset DRR modes should be available especially to display the bone, soft tissue, muscle, air cavity and lung.
231	The DRR generation method should include normal summed, Maximum Intensity Projection (MIP) 3D image data set and volume rendered.
232	The system should have the capability to display the Beams Eye View (BEV) in various orientations as well as a model view. It should be capable of rotating the entire room's eye view in various orientations so as to visualize any potential collisions. There should be facility for real time rotation of wire frame, solid and transparent structures and dose clouds.
233	It should have interactive DRR and BEV control. DVH in both differential and cumulative mode.
	Data Import & Export
234	CT/MRI/PET/Functional images import and export with existing and proposed units in the Department of Radiation Oncology as well as Department of Nuclear Medicine and Radio-diagnosis, Radiation Oncology, JIPMER, Puducherry.
235	The planning system must be completely integrated with the 4D RT CT as well as the 16 slice or higher CT scanner and MRI in the hospital via Local Area Network. It should have the capability to integrate with any future imaging equipment acquired by the hospital for imaging and treatment delivery. If necessary, any software licenses required for such future upgrades / updates will be provided free of cost by the vendor.
236	DICOM and DICOM -RT import and export facility for import as well as export of all DICOM RT objects viz. RT Image, RT Structure Set, RT Plan, RT Dose, RT Beams Treatment Record, RT Image Registration, RT Brachy Treatment Record, and RT Treatment Summary Record. Any extra licences required for any specific DICOM RT object should be mentioned clearly and provided as a part of the standard purchase.
237	The system should be capable of importing or exporting the above through the LAN / CD or the Internet.
238	The new network should be constructed using the latest CAT-6 cables. The existing network should also be upgraded to the same standard. One or more network switches should be provided with Level 3 switching facility.
239	The vendor should submit their compliance sheet showing their compatibility with both DICOM-RT.
240	Export of DRR in DICOM secondary capture format.
	Treatment Parameter Configuration
241	The TPS should support beam data entry via keyboard and water phantom.
242	It should be able to accept data from Iba, PTW or other dosimetry system.
243	General beam parameters: Gantry, Collimator, Couch, conventions, single and dual asymmetric jaw limits, PDD, OAR, TAR, TPR, BSF, Phantom Scatter correction factor, wedges, blocks and compensators.
244	Should accept physical/motorized or dynamic wedge parameters
245	Multi window overlay of measured vs generated depth dose and profiles.
246	Multi Tray factor definition for each treatment machine.
247	Output factors editors
	System Utilities
248	Template / plan storage / recall including graphics layout
249	Single / Dual Asymmetric Jaws
250	Manual Divergent Blocking for Electron applicators with Beam Shaping Mold to be offered (50kgs)
251	Automatic blocking with margin

252	MLC planning
253	Automatic MLC shaping with changes in machine parameters
254	Enhanced Dynamic Wedge/Virtual Wedge/Motorized Wedges
255	Arbitrary weight point location.
256	Relative dose, absolute dose or MU weighting.
257	Global and local hot spot display.
258	MU / Time calculation for both photons and electrons.
259	Dose profile generator
260	DVH: Differential and cumulative. Should have capability for multiple plan and plan sum DVH comparison with all curves over laid. User selectable DVH dose and volume grid. It should have the capability for displaying dose in percent or in cGy and volume in relative and absolute volumes. The DVH should be exportable in a txt / spreadsheet format.
261	Preset DVH criteria to be available as a tabular or colour coded display to ensure that critical volumetric DVH goals are met.
262	Facility for storage of DVH in the database for the final approved plan if the user desires. This database storage should not be in the form of attachment of the DVH data as a text/csv/ spreadsheet file but as discreet volume versus dose data for each selected structure set.
263	Facility for adding / subtracting or joining structures in the DVH for generating composite DVH curves.
264	The DVH curves should have editable colour, shape and thickness for future presentations and publications.
	Oncology Information System (OIS)
265	The vendor should supply 3 nos of the latest version of the software and hardware system for online treatment control, verification, recording and abstraction of data pertaining to each individual patient as well as all patients undergoing radiotherapy. The vendor should specify the version of the software being provided.
266	The system should be able to record and review the patient diagnosis, stage, clinical history and examination findings. The system should be capable of recording the diagnosis as per the ICD C and ICD 10 system. The complete ICD C and ICD 10 codes should be available in the system without requiring extra input. It should also assign automatic AJCC staging for the disease. One such system should be provided.
267	The system should have a flexible system for recording the clinical details and stage of the patient. The system should be modifiable by a simple mechanism so as to allow the hospital to record the history, examination findings, diagnostic test reporting as per the system in the hospital.
268	The system should be able to register new patients with the hospital ID system available in the Department of Radiation Oncology, RCC, JIPMER. It should be capable of recording the age, gender, address, phone numbers, email id etc for a given patient and should be capable of filtering and searching patients in the database for a given patient ID/name/ gender and date of birth.
269	It should be able to schedule the entire course of treatment in advance in the scheduling system in order to ensure hassle free treatment of the patient.
270	It should be capable of storing and retrieving and displaying RT prescription, treatment technique, fractions, dose, Monitor Units, treatment fields, MLC leaf motion files, treatment accessories etc.
271	It should be able to link setup fields to the treatment fields. Show setup notes of treatment position and accessories with ability to display the patient photographs.
272	It should be capable of tracking dose to specific sites along the course of treatment, define treatment breaks along with instructions.
273	The system should provide radiation safety related alerts for each setup
274	It should prepare the treatment chart for the patient for display as well as printed output at all stages of the progress of the treatment.

275	The system should be capable of electronic recording of treatment toxicity and management of the same during the course of treatment for each patient. The toxicities recorded should be according to the Latest CTCAE (v 4.0 or better) system. The treatment progress (toxicity and management of the same) should be capable of being recorded longitudinally during the course of the treatment.
276	The system should be able to store patient photographs.
277	It should be able to auto setup all subsequent fields during a treatment.
278	It should support digital recording, archiving and retrieval of all verification images (e.g. EPID, KV x-rays and Cone Beam/Fan Beam CT). This should be integrated with all images taken for treatment planning including registered image sets.
279	It should be capable of accumulating port film doses.
280	The system should allow override of individual treatment parameters under password protection for specific personnel groups only.
281	The system should have complete scheduling software which should be able to schedule patients on the treatment machine according to the time. The scheduling software should be able to do the scheduling for other machines in the department. In addition, the scheduling software should allow scheduling for personnel in the department. It should be capable of displaying individual and group schedules for the machines and personnel.
282	The system should be networked such that it is able to integrate simulation, CT/MRI/ PET (functional images)/ 4D CT/ CBCT/ EPID/ KV/DSA imaging to the database and institute PACs system and hospital network system. It should be a complete image archival, retrieval, display and export system. Reviewing of all images immediately from a remote location should be possible. MRI & Diagnostic CT located at 800meters away at another block, PET located at 250meters away from the proposed location of the LINAC bunker are to be seamlessly integrated. Connection to existing server from the LINAC has to be provided along with necessary licenses and physical infrastructure
283	Data Retention and Backup Policy: - The software must be capable of securely storing and retaining all records and images for backup purposes. These backups should be retrievable at any time when required. The retention period (shelf life) of the backups must be clearly defined, along with detailed procedures for their maintenance, including periodic integrity checks, secure storage, and scheduled updates.
284	The Oncology Information System should be updated for the entire period of warranty and CMC from the date of installation without requiring additional payment
	IGRT Software
285	It should be possible to match kV-kV and MV-MV set-up images with DRR
286	The software should be able to compute the required couch correction in all 6 axes (translational and rotational) based on the comparison of the KV / MV / CBCT images to the reference image.
287	The computed couch correction should be sent to the LINAC for automatic shifts in all 6 axes.
288	It should be possible to acquire gated images in both KV modes.
289	Cone Beam/fan beam CT images should be transferred to the OIS and TPS for adaptive radiotherapy planning. Both rigid and deformable image registration of Cone Beam/fan beam CT data sets with the reference image set is required.
290	Image verification tools e.g. Blend image, split window, moving window and complimentary colour blending.
291	The system should be fully DICOM compliant with CT Import / Export, RT plan import, RT structures import and RT image import.
292	Winston Lutz Test tool and Isocal phantom or equivalent phantoms for isocentre verification should be provided. Any other phantom required for Quality Assurance of the On-Board Imaging System should be provided even if not mentioned explicitly. Calibration and QA Phantoms should be

	provided.
293	The system should support digital fluoroscopy in both KV and MV imaging system to visualize respiratory gating.
294	All software options associated with IGRT such as fiducial tracking, tissue avoidance etc to be supplied. Automatic/manual image backup solution with storage to be provided.
295	All necessary QA Phantoms for IGRT, Gating, kV imaging should be supplied. Provide details (technical and functional) of the items supplied in the technical quote.
	Training
296	In order to fully and optimally utilize the equipment, training on the offered LINAC, SRS/SRT and TPS for two physicists and two radiation oncologists for a minimum period of one week in a reputed institution where such advanced installations are available and in clinical use for a long period of time. On-site training for two weeks in Dosimetry, planning and quality assurance for all physicists (1 week training after installation and one week training after 3 months usage of the machine and accessories). Four Oncologists, two Physicists, two technologists to be trained within the country in a well-established radiotherapy centre for one week and one-week ONSITE training to be offered. Note: One week is 5 working days
297	The supplier shall provide complete on-site training to all the RT staff of the department for a minimum period of 15 working days. The institution reserves rights to split the above on-site training days in phases for optimal learning.
298	Training for four technologists should be provided at a reputed centre extensively and qualitatively.
299	The entire system will be handed over to the user in working condition and after giving training to all staff (Technologist, Oncologist and Physicists) in batches over a period of two weeks. Putting the entire system into working condition and maintaining it for at least 10 years as mentioned above shall be the responsibility of the vendor.
	Dosimetry QA systems including hardware and software with licenses with ONE year warranty
300	Accessories cited under dosimetry, QA systems, acceptance testing are likely to be from third party. In such situation the Vendor for the LINAC must submit multiple offers from different suppliers of these devices/items with separate prices quoted therein.
301	Cones of all sizes with all associated gadgets to deliver SRS and SRT. TPS should be provided with all planning and calculation license for the Cones supplied by the vendor.
302	All bought out items are to be quoted and supplied if they are supplied by the successful vendor for the LINAC system.
303	The offers of such items should be such that the physics and technical service for installation of these accessory items, dosimetry, QA and acceptance testing procedures of the LINAC are to be carried out initially in the presence of the specialists from the actual supplier of these items.
304	The above specialists should work in tandem with the physics staff of Department of Radiation Oncology, RCC, JIPMER, during the acceptance testing and commissioning of the LINAC. Their physical presence at the hospital will be required during the entire duration of the acceptance testing and commissioning.
305	A consent letter obtained from the actual suppliers of these items and for the services as detailed above must be included in the offer document. A declaration from both vendor and third-party supplier to be provided stating the SOP for service calls, demonstration and training support.
306	All measuring systems selected must be supplied with valid calibration certificates from designated laboratories approved for this purpose by international agencies and AERB.
307	All systems should be supplied with connecting cables, caps, adaptors, and chains of sufficient length (not less than 10m) to access the measuring system kept at the console room around the maze wall.

308	Machine QA software should support the offered Linac.
309	Vendor must quote Latest version of Machine QA solution with the following features
310	The software supplied should be the latest version, comprehensive, and user-friendly which support all therapy and imaging devices.
311	The software should support QA list creation for daily, weekly, monthly and annual QA for the offered Linac and CT Simulator available in the department. The test under each category should be customizable by the user. Any pending QA as per the schedule, tolerance breach should be intimated to the administrator.
312	Array Detectors for patient, plan and machine QA – Detecting Field size more than 25 x 25 cm2. Number of detectors more than 1000. Detectors – Ion chambers or semiconductor. Applicable for photons (FF and FFF) and electrons. Resolution of less than or equal to 10mm. Specify the energy range for measurement. Data transfer – wireless or Ethernet. Specify the supporting operating systems and SQL server details, screen resolutions and virtual runtime environments. Necessary phantoms to accommodate the detector, gantry sensor for ring-based gantry and reading system (hardware/virtual) to be provided. Software – All software for performing MLC QA, CBCT QA, Planar Imaging QA, Winston-Lutz test QA and spoke test analysis as per TG-142 protocol should be quoted. Solutions for light field vs radiation field congruence test should be quoted. Daily QA detector – Should be able to measure beam energy constancy (electron, photon, FF and FFF), flatness, symmetry, radiation light congruence. Should transfer the data measured wirelessly/with cables to the dedicated hardware/software for online verification. Should support Varian, ELEKTA C-Arm Linear Accelerator and Ring gantry Linear accelerator. The data acquired should be transferred to a database and accessible over the network for review. Necessary software to analyse the measured parameters over a period of time, generate reports, notify deviation from tolerance values to be provided. Specify the number of detectors used for measurement. Storage box for safe storage and transport to be provided.
313	**Water Phantom-** One dimensional, stand-alone water phantom for absolute dose measurements according to IAEA TRS-398/483 dosimetry protocols. Inner dimensions of the phantom should be more than 30 cm in all directions. The measurement depth should be motor controlled / manual (specify) with varying steps in the range of 0.1mm to 100mm steps and read out on the incremental encoder with integrated display. Should have provision to store depths of measurements for different treatment machines and control the depth from the console. Levelling mechanism for the water phantom to be provided. Detector holders for farmer chambers, parallel plate chambers, cylindrical chambers (small and nano ion chamber) available in the department to be provided. Storage box with wheels for safe transport and storage.
314	**Solid Phantom** The solid water phantom for quality assurance dosimetry measurements in photon and electron beams. Density of the phantom material should be water equivalent. (density less than 1.05 g/cc). Phantom dimension to be 30cm length, 30 cm width, and total of 30 cm height. The plate phantoms should have 1 plate of 1 mm thickness, 2 plates of 2 mm, 1 plate of 5 mm and 29 plates of 10 mm. Adapter plates for various detectors (farmer chamber, parallel plate chamber, small and nano cylindrical ionization chamber available in the department) to be provided. Storage container for the phantom plates to be provided
315	**3D EPID Dosimetry -** The vendor shall supply, install, commission and validate a 3D EPID-based dosimetry system capable of performing pre-treatment, transit, and in-vivo dosimetry for machine QA and patient-specific QA using the EPID of the medical linear accelerator.
316	**Film Analysis Software**
317	A film dosimetry software for the QA of IMRT, SRS, SBRT and VMAT procedures.
318	It should be capable of analysing Gafchromic EBT films.
319	The software should be capable to do the analysis in the Triple channel dosimetry method (RGB).
320	The software should Support Epson expression 10000XL (RGB) scanner.

321	The software should be capable of doing calibration and measurement in a single scan.
322	The software should be capable of analysing EPID images and DICOM RTDOSE Files.
323	**CTDI Acrylic Phantom for CT dose measurements**: Adult head phantom with 5 holes and acrylic rods for plugging. If a separate paediatric head phantom is available with the vendor, the same to be included in the quote. Body phantom with 4 holes and acrylic rods for plugging. The holes should be compatible with the chamber. Etched crosshairs on the phantoms for alignment. Any other phantom equivalent to this may be specified. Necessary carrying case to be provided.
324	**Parallel plate ion chamber**. Sensitive volume of the parallel plate should be in the range less than 0.4CC suitable for electron beam measurement. The chamber should be waterproof. The chamber volume should be vented. The necessary correction factors for quoted parallel plate chamber model should be available in TRS 398. The chamber should have long term stability, low leakage, low polarity effect, low directional response and low energy response in the mega voltage energy range of C0-60 to 25 MeV. The chamber should be provided with a TNC connector. Should be provided with an absorbed dose to water calibration factor for the reference beam quality valid for 3 years.
325	Two numbers of **small volume ionization chamber** of volume less than 0.02cc for the beam Profile and Depth Dose measurements. Sensitive volume of the ionization chamber should be less than 0.01cc. The chamber should be waterproof. The chamber volume should be vented. The necessary correction factors for quoted nano ionization chamber model should be available in published literature. The chamber should have long term stability, low leakage, low polarity effect, low directional response and low energy response in the mega voltage energy range of C0-60 to 25 MeV. The chamber should be provided with a TNC/M connector. Should be provided with an absorbed dose to water calibration factor for the reference beam quality valid for 3 years.
326	**Diode detector sets** that can be used with electron and photon radiation beams measurements (Profile and Depth dose measurements). P-type/n-type semiconductor detector for electron and photon measurements. Should have low sensitivity dependence on dose and dose per pulse. The detector should be very small sized, rigid and long-lasting. The chamber should be provided with a TNC/M connector. Should be provided with a calibration certificate.
327	**Radiation Field Analyzer (RFA)** – Require state of art motorized 3D Automatic Rectangular/cylindrical water phantom for fast, precise and accurate measurement for Acceptance and commissioning of tele-therapy & C-type and O-type Digital Linear Accelerator machine after installation. Measurements after repair or replacement of major treatment unit components. Beam data input for commissioning primary & secondary Treatment Planning System. Periodic quality control. Necessary accessories should be supplied along with motorized 3D Rectangular/cylindrical water phantom to measure easily and accurately pulsed photon, electron from all types of accelerators and measurement of continuous radiation from tele-cobalt machines. The motorized 3D Rectangular/cylindrical water phantom should have three axis motions with three independently controllable arms. It should have a remote-controlled 3D acrylic water tank with minimum 13mm

	thick walls supporting a scanning range of more than 48 cm×48 cm× 40 cm. The phantom should have calibration free, high speed stepper motor for superior positioning accuracy of 0.1mm. There should be a dedicated detector positioning device to quickly mount the ionization chambers and solid-state detectors in water phantom and automatically align the same to their effective point of measurement. There should be a software-controlled option to automatically set the chambers at the EPOM recommended by international protocols. The motorized 3D rectangular water phantom should be supplied with a specially designed, high precision electro-mechanical lift table/carriage on wheels with at least 500 mm range of movement to allow for height adjustment of the water tank during measurement. The RFA wheels should be out of the base plate/turntable. There should be an integrated/separate water reservoir for storing water before and after use to avoid water spillage in the LINAC couch & base plate area. An integrated control option should be available for lifting the water tank up and down & to control water pump. The Control Pendant preferably should be wireless/wired and have the facility to fill the water in slow & fast mode. The water should be automatically filled exactly to desired level. It Should have automatic virtual & true water level technology with auto-centre & Beam alignment features. The measured Data from the Water Phantom should be able to transmit the information through wireless / wired technology to the Control system. There should be an integrated / separate dual channel electrometer with user selectable measurement time for fast and precise measurements. Preferably with necessary software the dual channel electrometer should be used for absolute dosimetry. There should be an option for radiation beam centre check which will adjust the chamber accurately for precise data measurement. There should be an option to check and correct for the beam inclination. There should be an inclined bottom to drain water without adjusting the tank physically. There should be a deconvolution algorithm for photons for both FF & FFF profiles for the offered field chamber, preferably based on AI to reduce the volume averaging effect along penumbra. Preferably there should a dedicated / paperless tool for SSD set up without water & water level indicator in the Reservoir. There should be an option to choose a set of reference data (PDD & Profiles) which can be compared periodically with standard deviation and with Gamma. Automatic water evaporation check and auto fill feature through software is preferred. FFF Analysis using Inflection point option should be available and AERB analysis of FFF profiles should be automatic and paperless. Software should have some special modules like Beam Adjust modules, Beam Inclination for fine beam data collection for TPS. In-built TPR option should be available without any hardware. In built / separate thermometer and barometer are required and they should have the option to be calibrated using the reference. There should be dedicated software to do output factor measurement. Additionally, the determination of the exact beam centre for small fields should be automated. Software license should be used in at-least 5 number of systems simultaneously.
328	Patient Specific QA – Respiratory Motion Phantom (QUSAR from ModusQA) or equivalent
329	Digital Pocket Dosimeter with valid calibration certificate– One.
330	Digital Thermometer and Barometer with valid calibration certificate-One.
331	Digital survey meter with valid calibration certificate-One.
	Hardware accessories and related turnkey works - Chiller, Printers, Compressor, Chiller piping, HVAC, Networking, UPS & Batteries, Air conditioning with ONE-year standard warranty (Four years extended warranty to be offered as specified in sl. No.388)
332	The Supplier should inspect the proposed site offered by the Consignee, wherein the LINAC bunker cum patient waiting hall to accommodate 15-20 patients with Male and Female Toilets. They are required to submit the plan for the project including structural and architectural drawings and BOQ for the proposed LINAC along with technical bid of the tender. The scope of work includes complete Electrical, Wall finishing, Air-conditioning, Flooring. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. (The site plan to be prepared for AERB approval).
333	Vendor will have to quote Unit Rates of the following components of turnkey work. Electrical Works, Air Conditioning (HVAC), Flooring, Wall Finishing & Painting, False ceiling, Fire Safety.

334	The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user dept.
335	The bunker accommodating the LINAC should have minimum 4 meters distance between isocentre to the primary barrier wall.
336	The facility should accommodate LINAC (Bunker) cum control console, patient waiting hall to accommodate 15-20 patients with Male and female Toilets, chiller, server, UPS, air Condition unit, patient dress change room and store room. A mould room facility to design electron cut outs with proper exhaust.
337	Environmental Control, Safety, and Utility Provisions. A dehumidifier shall be installed in the LINAC room to maintain optimal humidity levels, ensuring effective prevention of moisture condensation on equipment. Comprehensive fire safety measures shall be provided, including fire alarms, sprinklers, fire hydrants, and extinguishers, along with clearly visible fire safety warning signages and designated emergency exits. Provision shall be made for a medical gas line with safety valves, including an oxygen supply line, inside the LINAC room and patient waiting area, suitable for supporting anaesthesia procedures. The maintenance and supply of all required spare parts for the above systems shall be ensured during both the warranty and Comprehensive Maintenance Contract (CMC) periods. All systems and utilities shall be appropriately linked to the adjacent RCC equipment block.
338	The supplier shall specify the total load requirements for the LINAC suite including the load of air conditioning, room lighting. The supply line will be provided by the Institute up to the mains panel and distribution panel for LINAC room. Few lights in LINAC ROOM, CONSOLE ROOM, UPS ROOM shall be connected to the UPS to provide emergency lighting.
339	One A3 Colour printer, one A3 B/W multifunction printer and 2 A4 B/W printers - All of Indian models are to be supplied with 5 cartridges of all colours each for every printer
	Patient Immobilization System
340	Patient Immobilization System: For a comprehensive, ultra-modern 3-D conformal radiotherapy, intensity modulated radiation therapy IMRT, rotational IMRT or VMAT, IGRT, Frameless SRT, Frameless SRS and Frameless SBRT program. For all the items of this important capability shall be supported by officially Vendor published Product catalogue/brochure for proof of availability else the bid will be rejected, since immobilization is integral part of precision Radiotherapy and disease-specific solutions. Hence, high quality, CE/ISO/FDA & CDSCO certified products alone should be quoted. Moreover, all base plates should be compatible with the couch top of the quoted LINAC. The following immobilization items from Macromedics or CIVCO or equivalent products that has CE/ISO/FDA & CDSCO certificates may be quoted:
341	Universal Treatment Base Plates (made of true carbon Fibre) – Adult & Paediatric each 2 nos.
342	Carbon-fibre head rest / head support set (1 set contain minimum 3 sizes) – Adult & Paediatrics each 2 sets
343	Carbon-fibre Wing board / Eagle board with T and U grips (to be used along with the Universal base plate offered) – 3 sets
344	Whole body SBRT body lock system with rails – 2 systems, for whole body immobilization for hypo-fractionated treatments including SBRT also upgradable to treat SBRT. SBRT compatible base plate with abdominal compression, with SBRT foot and knee solution and vacuum cushion for SBRT treatment.
345	Non-invasive cranial SRS & SRT, MR-compatible, multiple-fixation-component immobilization system containing the following components/parts – 1 no.
346	Nasal cushions (60 nos.), Head support (60 nos.), Bite system (60 nos), Bolus – 0.5 cm and 1 cm – 10 nos.
347	Thermoplastic masks intended for exclusive use for SRS/SRT (60 nos.)

348	This system should include all other components / parts not specified here for successful implementation of patient immobilization during SRS/SRT permitting less than 1 mm of patient movement during treatments
349	Compatible Head rest (2 set)
350	Wing board with U grip handle or equivalent – 2 nos.
351	Carbon-fibre belly board – 2 nos.
352	Contoured head rests – set of 3 – 2 nos.
353	Adult Vac Lock 80/70 x 100 cm - 10 nos , 80/70 x 120 cm - 10 nos, 80/70 x 150 cm - 10 nos. Paediatric vaclock - 3 Nos.
354	Spacers & wedges – set of 4 – 2 nos.
355	Head & Neck & shoulder base plates – 2 nos.
356	Water bath with digital programmable Temperature control - 1 no
	Other turnkey works including Civil works, Electrical works, Firefighting, Furniture & Other accessory systems
357	The permissions and approvals from the local authorities regarding civil constructions should be obtained by the successful bidder. Necessary documental support will be provided by the Institution.
358	**Civil Work**s: - All construction works shall be executed in accordance with the approved AERB layout and shall not proceed beyond the stage of approval until formal clearance is obtained. Trenches and Cable Provisions: Necessary trenches, cable trays, and channels shall be provided at all required locations. Flooring – LINAC & Console Room: Supply and installation of 600 mm × 600 mm vitrified tiles with 100 mm matching skirting, fully homogeneous, of approved quality, colour, design, and shade, conforming to IS 15622 (water absorption ≤ 0.08%), in patterns as per the approved drawings. Tiles to be fixed with approved matching colour grout. Floor Protection & Levelling: Provide and fix 2–3 mm thick POP protection over polythene sheet to flooring areas until handover. Floor levelling, if required, shall be done by the supplier. Non-structural Floor Modifications: Supplier to carry out modifications such as turntable pits and trenches. UPS Room Flooring: 50 mm thick cement concrete flooring with 3 mm vinyl finish. Rodent/Pest Proofing: LINAC and Console Rooms shall be rendered rodent- and pest-proof. Painting: Two coats of plastic emulsion paint over two coats of wall putty and primer in areas not tiled; colour to be approved by the institute. Wall Tiling: High-density vitrified wall tiles to a uniform height of 1200 mm in all rooms (except UPS & equipment rooms), colour approved by the institute. Painting of Non-Tiled Surfaces: Apply two coats of plastic enamel paint over approved primer and wall putty to all walls and ceilings, using roller finish, for plastered, POP, gypsum board surfaces. Includes all necessary tools, scaffolding, sanding, and preparation. Connectivity Works: Provide a covered interconnecting passageway with roofing and allied works, linking the existing RCC equipment block with the new bunker to ensure uninterrupted, weather-protected pedestrian movement. Structural Provision for Future Expansion The premises shall have foundations designed and constructed to safely accommodate a minimum of G+3 (ground plus three floors) structure, in full compliance with relevant structural codes and safety standards, even though the present construction is limited to a single ground floor.
359	**False Ceiling** Grid type False ceiling with 12.5 mm gypsum sheet - plain with curved shape and fluorescence sky pattern painted there in. Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. The false ceiling panels should be of reputed brands.

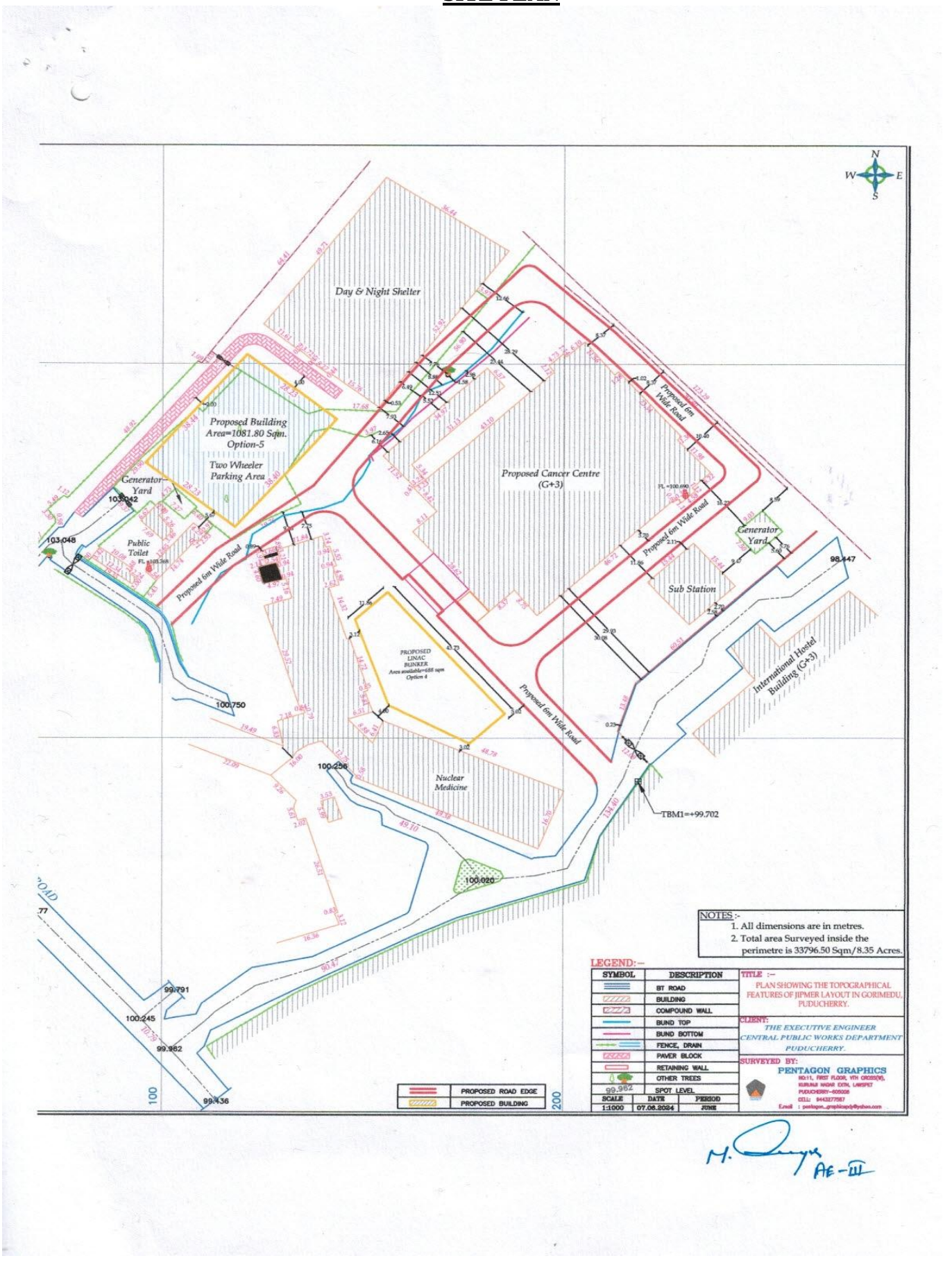
360	**Furniture** Revolving chairs height adjustable, medium-back with hand-rest for Console room, TPS room - 12 Nos. Workstation/Tables for Console room & TPS room: The Console room and TPS room should be provided with suitable workstations(s) of reputed brand preferably with granite topped and to accommodate the various Terminals in Console Room and TPS Rooms. The Workstation shall be provided with enough power sockets, LAN sockets etc. to enable smooth functioning of the LINAC and TPS. Sufficient racks to place the tool kits, spares, dosimeter and QA items, wall mounted racks for placement of register and RT charts in console room to be provided. The CONSOLE room shall be provided with Wall mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approx. 1800mm length; 750 mm height; 300 mm depth). Sufficient number of open racks of high Quality to be provided for placing the immobilization materials, spares and accessories in the treatment room.
361	**Electrical and Wiring** All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make. All necessary cabling like LAN, DICOM & PACS for data interface between TPS and 4D CT SIMULATOR; 4D CT-SIMULATOR & HDR BRACHY system, CT-SIMULATOR & LINAC should be provided with adequate number of terminals. All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety. Earthing: Double-Earthing shall be provided with copper plate for the LINAC and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit. Switches light and power points should be of modular type and of standard make. General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm type should be provided. Light dimming facility should be provided inside the treatment room. All wires used must be FRLS (Fire Retardant with low smoke) type only. Radiation warning lights at control console room and outside LINAC room to be provided. High quality public address should be provided for communication with the patient waiting area.
362	**Air-condition** The LINAC, CONTROL CONSOLE rooms need to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. The Air conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7. The outdoor units of AC should have grill coverings to prevent theft and damage similar security arrangement for chiller and the pipeline from chiller to LINAC to be installed.
363	The following works alone are JIPMER's responsibilities: Getting AERB permission for procurement of the equipment. Obtaining Layout approval from AERB for treatment room and facility, performing commissioning tests and beam data acquisition required for TPS and baseline, Performing Radiation survey during first beam on, Manpower recruitment for AERB commissioning approval and subsequent clinical use.
364	Patient addressing system to be provided from treatment room and control room and control room to patient waiting room.
365	The user should also be able to generate their own analysation protocols.
366	The QA software should support analysis of MLC QA, VMAT QA, Imaging QA (2D and CBCT).
367	Should be able to integrate and store beam data, QA data for analysis and report generation.
368	The software should be web based with accessibility over the hospital network.
369	The software should record output measurement and the necessary detectors as mentioned below for the output measurement to be supplied

370	**The software for QA devices** should be supplied on a business class laptop with latest Windows operating system and Microsoft Office. A software platform to integrate the software of existing water phantom and patient QA device should be quoted. It should be able to perform machine QA parameters as per TG142 standards, with the above-mentioned hardware. There should be an option of comparing the measured machine QA data with the water phantom commissioning data. It should have the necessary modules to conduct an EPID QA, MLC QA and CBCT QA. Necessary hardware needed for performing EPID QA, should be included, except the electrometer. The software platform should have cloud connectivity capability and the institute should be able to compare their results with any other reference centres in the same platform, anonymously. It is the responsibility of the vendor to integrate all the existing dosimetry software to the platform.
	Accessory System
371	Three cameras should be provided inside the room. These cameras should be completely integrated with the LINAC console. At least one should me motorized and movable. Colour monitors to be provided.
372	Both way audio visual communication from treatment room and control station should be provided. Camera: High-resolution colour camera (HD 1080p or higher) Mounted in treatment room, covering full couch view including head and chest. system Type: Full-duplex, hands-free intercom system. Speaker-Microphone Setup: One microphone and speaker in the treatment room. One microphone and speaker/headset at the control console. Camera Display: Real-time video feed displayed on the console monitor. Minimum monitor size: 19 inches. Night Vision / Low Light Capability: Infrared or low-light sensitivity for patient monitoring during dimmed-light procedures. Latency: Audio and video delay should be <200 milliseconds. Compliance: Must meet IEC safety and EMC standards for medical electronic equipment.
373	The real time images of the camera should be viewable on the console in an integrated fashion through special flat screens.
374	An efficient patient communication system should be provided. This communication system includes microphones, speakers etc should be integrated with the control console.
375	The patient communication system should allow bidirectional communication.
376	The patient communication system should also integrate with the OIS to record all voice instructions given.
377	High-quality public-address system should be provided for communication with the patient waiting area.
378	UPS of sufficiently high rating. This UPS should be capable of covering the LINAC equipment, Lasers, Cameras, All displays, Servers and all provided workstations provided as a part of the treatment planning system. Note that separate UPS for each workstation is not acceptable.
379	The vendor should procure, install and maintain the air conditioning and humidity control systems as needed for the perfect functioning of the LINAC and its subsystems for the entire warranty period. Complete details of such units must be furnished.
380	After completion of the warranty period the actual supplier of the A/C must enter into a comprehensive CMC for all those units. The details and rates for the same should be quoted.
381	Separate chiller required for the LINAC should be an imported one and same shall be an integral part of the whole system for the purpose of various conditions of warranty, servicing, CMC etc.
382	Mould Room Accessories - Three lasers for patient set-up, Styrofoam cutter, Styrofoam blocks of 5cm thickness 50 nos, and Lipowitz or Cerrobend blocks (30nos) for fabricating customized shields or electron cut-outs. Proper exhaust arrangement to ventilate the vapourised toxic metals from mould room.
383	Last man out switch - satisfying the AERB norms.
384	All hardware with software required for motion management
385	Respiratory gating coaching device separately for machine and CT

	Warranty and CMC	
386	Acceptance of the project and starting date of warranty: The LINAC system is deemed to be accepted only after obtaining the AERB's commissioning for clinical use. The warranty and CMC start's only from the date of issue of AERB license. Any further requirement either equipment or other, as needed for the aforesaid commissioning, shall be supplied by the supplier of LINAC free of cost.	
387	Hardware accessories and related turnkey works - Chiller, Printers, Compressor, Chiller piping, HVAC, Networking, UPS & Batteries, Air conditioning with ONE-year standard warranty (Four years extended warranty to be offered as specified earlier)	
388	After warranty period, all these items should be covered under five years, i.e., from 6th year to 10th year CMC and the vendors should quote CMC rates year-wise (in Indian rupees only), which will be frozen in the price bid itself. The CMCs should be on-site comprehensive maintenance contract that includes both labours plus spare parts and the CMCs cover all items supplied in this tender including LINAC, its accessories, TPS, dosimetry items, all hardware and software, survey meters, and all items under turnkey works like electrical fittings and consumables, wirings, air-conditioners, tiles, etc.	
389	Please be noted that the price bid should include all expenses including the Customs clearance, insurance, freight, customs duty, clearance charges and also all expenses towards the maintenance and repairs of the entire LINAC assembly including spare-parts, electrical and electronic items, computer systems, Air-conditioning, cooling systems, networking, accessories, etc. during warranty and CMC periods. The institute will not be held responsible for payment under any head during these 10 years.	
390	List of consumable items which are not covered by the warranty clauses and CMC must be clearly identified and declared by the vendors in the tender. The cartridges and other consumable items of the printer must be available locally for a minimum period of 5 years and to be supplied in staggered manner.	
391	During five-year-warranty and five-year-CMC periods there has to be minimum of Four Preventive Maintenance per year works should be scheduled and any number of service call visits (no limits for emergency servicing and repairs visits).	
	Recommended makes of Equipment for Electrical works	
392	MCB / MCCB / RCCB/RCBO Distribution boards Control switch / Indication Lamp / Push Button CTs (epoxy resin cast) PVC conduit & accessories LT cables Modular switch & switch box [UL, CE certified] Industrial type sockets / Tops FRLS PVC ins. Multi-strand copper wires / Conductors Light fittings Cat 6 utp cables RJ 45 Computer Jack	HAVELLS / HAGER / LEGRAND or EQUIVALENT DIGITAL - MECO/RISHABH/L&T / HPL or EQUIVALENT L&T / SIEMENS/TEKNIC/KAYCEE or EQUIVALENT AE / KAPPA / PRECISION / KALPA or EQUIVALENT PRECISION/AVONPLAST or EQUIVALENT POLY CAB / HAVELLS / KUNDAN or EQUIVALENT CRABTREE / LEGRAND / MK or EQUIVALENT CLIPSAL / HENSEL / LEGRAND or EQUIVALENT POLY CAB/HAVELLS/KUNDAN or EQUIVALENT WIPRO/PHIOIPS/HAVELLS/CGL or EQUIVALENT D-LINK / AMP/ 3 COM / NETGEAR

		or EQUIVALENT D-LINK / AMP/ 3 COM / NETGEAR or EQUIVALENT

SITE PLAN


Day & Night Shelter
Proposed Building Area=1081.80 Sqm. Option-5
Two Wheeler Parking Area
Generator Yard
Public Toilet
Proposed 6m Wide Road
Proposed Cancer Centre (G+3)
Proposed 6m Wide Road
Generator Yard
Sub Station
PROPOSED LINAC BUNKER
Nuclear Medicine
Proposed 6m Wide Road
International Hostel Building (G+3)
TBM1=+99.702
103.048
103.042
100.750
100.256
100.020
98.447
99.791
100.245
99.982
99.436
N
W
E
S
NOTES :-
1. All dimensions are in metres.
2. Total area Surveyed inside the perimetre is 33796.50 Sqm/8.35 Acres.
LEGEND:-
SYMBOL
DESCRIPTION
BT ROAD
BUILDING
COMPOUND WALL
BUND TOP
BUND BOTTOM
FENCE, DRAIN
PAVER BLOCK
RETAINING WALL
OTHER TREES
SPOT LEVEL
SCALE
DATE
PERIOD
1:1000
07.06.2024
JUNE
PROPOSED ROAD EDGE
PROPOSED BUILDING
TITLE :-
PLAN SHOWING THE TOPOGRAPHICAL FEATURES OF JIPMER LAYOUT IN GORIMEDU, PUDUCHERRY.
CLIENT:
THE EXECUTIVE ENGINEER
CENTRAL PUBLIC WORKS DEPARTMENT
PUDUCHERRY.
SURVEYED BY:
PENTAGON GRAPHICS
AE-III

SECTION – IX TENDER FORM
On Firms' Letter Head)

To, Date_____
The Director
JIPMER, Puducherry 605006

Ref. Your TE document No._____dated _____

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

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

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same (Strike out what is not applicable). In case there are Turnkey works to be carried out this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We agree to keep our tender valid for acceptance as required in the GIT clause 23, 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 in the last 7 years.

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 authorized to sign tender for and on behalf of

SECTION – X PRICE SCHEDULES

DEPARTMENT:			
NAME OF THE EQUIPMENT:			
Number of units Quoted:			
Name of Firm with address:			
JIPMER Registration number			
Name of Manufacturer with address			
Model:			
Details Bill of Quantity items (BoQ items are the discreet pieces of items that are required)	**No. of units**	Unit price in INR	Total price in INR
	1		
	1 Set		
	1		
	1		
Note: Price of each accessory has to be quoted separately			
IF THE PRICE IS QUOTED IN INR			
Cost of Equipment and all Accessories in INR			
GST			
Total Including main unit and accessories including GST for 1 Unit			
IF THE PRICE IS QUOTED IN FOREIGN CURRENCY			
FOB Price (A)			
Add: Packaging and forwarding charges (B)			
Add: Insurance & Freight in foreign currency (C)			
CIF in Foreign currency (A+B+C) =D			
Add: Custom Duty (E)			
Sub Total for GST calculation (CIF and custom duty, D+E) = F			
Add: GST= G			
Add: Agency Commission (H)			
Total price of the equipment (F+G+H) =I			
Add: If any accessories are quoted in INR (J)			
GST@% for accessories quoted in INR (K)			
Total of essential accessories including tax in INR (J+K) =L			

Grand total including I&F, custom duty, GST, agency commission and essential accessories (I+L) =M			
First Year CAMC/AMC after period of warranty of three years (or as required in the Technical Specifications in Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable) (Not Incl. of any Tax)			
Second Year CAMC/AMC (Not Incl. of any Tax)			
Third Year CAMC/AMC (Not Incl. of any Tax)			
Fourth Year CAMC/AMC (Not Incl. of any Tax)			
Fifth Year CAMC/AMC (Not Incl. of any Tax)			
Sixth Year CAMC/AMC (Not Incl. of any Tax)			
Seventh Year CAMC/AMC (Not Incl. of any Tax)			
Total Incl. of CMC/AMC for 1 Units			
GST for CAMC/AMC Charges No. of PM visits & Breakdown calls to be Mentioned			

OTHER TERMS AND CONDITIONS	
Warranty period:	5 years (as required in the Technical Specifications at Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable)
No. of years for which Comprehensive annual maintenance contract quoted	5 years (as required in the Technical Specifications at Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable)
Note: Failure to quote for full warranty period and AMC/CAMC for the period required will result in rejection	

Note: On demand L1 selected vendor is requested to submit rate for each items supplied.

(Signature with date)
(Full name, designation & address of the person duly authorized sign on behalf of the Bidder)
For and on behalf of
(Name, address and stamp of the tendering firm)

SECTION – XI CHECK LISTS

Name of Bidder:
Name of Manufacturer:

Sl. No.	Activity	Yes/ No/NA	Page No. in TE Document	Remarks
1	a. Have you enclosed EMD & TPF receipts of required amount for the quoted item?			
	b. In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XII?			
	c. In case Bank Guarantee is furnished, have you kept its validity of at least **410 days** from the date of opening of Techno Commercial bid?			
2	Have you enclosed duly filled and signed Tender Form as per format in Section IX?			
3	a. Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis- à-vis the technical specifications?			
	b. In case of technical deviations in the compliance statement, have you identified and marked the deviations?			
4	a. Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. VI of TE document in respect of all orders?			
	b. Have you submitted copy of the order(s) and end user certificate?			
5	a. Have you submitted Udyam Registration / NSIC / MSME / MSE certificate?			
	b. Have you submitted manufacturers authorization letter as per Section XIII?			
	c. Have you submitted Self-certification (Make-in-India certificate) as per Appendix A?			
	d. Have you submitted GFR 144 (xi) certificate or a certificate of registration with Competent Authority?			
6	Have you enclosed catalogue, leaflet, and brochure with full details of quoted items?			
7	Have you submitted prices of goods, in the Price Schedule as per Section X? (in the Price Bid separately sealed envelope)			
8	Have you kept validity of their bid 365 days months from the date of opening of Technical bid?			
9	a. In case of Indian Bidder, have you furnished Income Tax Account No. (PAN No.) and GST no.?			
	b. In case of Foreign Bidder, have you furnished Income Tax Account No. (PAN No.) and GST no. of your Indian Agent?			
10	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			

Sl. No.	Activity	Yes/ No/NA	Page No. in TE Document	Remarks
11	Have you fully accepted payment terms as per TE document?			
12	Have you fully accepted delivery period as per TE document?			
13	Have you submitted the certificate of incorporation?			
14	Have you accepted the warranty terms as per TE document?			
15	Have you accepted terms and conditions of TE document?			
16	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted an affidavit that the firm has not been black listed in the past by any hospital/Organization?			
19	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (principal).			
20	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause).			
21	Have submitted details asked in the attached with specifications.			
22	Have submitted Pre-Contract Integrity Pact as per Section-XVII			

N.B.

1. The Bidder may go through the checklist and ensure that all 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.

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

(Signature with date)
(Full name, designation & address of the person duly authorized sign on behalf of the Bidder)
For and on behalf of
(Name, address and stamp of the tendering firm)

SECTION – XII

BANK GUARANTEE FORM FOR EMD

Whereas_____(hereinafter called the "Tenderer") has submitted its quotation dated _____for the supply of_____(hereinafter called the "tender") against the purchaser's tender enquiry No._____Know all persons by these presents that we _____of_____(Hereinafter called the "Bank") having our registered office at_____are bound unto_____(hereinafter called the "Purchaser) in the sum of_____for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of_____20____. The conditions of this obligation are:

1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

   fails or refuses to furnish the performance security for the due performance of the

   contract or fails or refuses to accept/execute the contract or

   if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

……

…….……

…. (Signature with date of the

authorised officer of the Bank)

……

…….Name and

designation of the officer

…….

…….Seal,
name & address of the Bank

SECTION – XIII
MANUFACTURER'S AUTHORISATION FORM

To
The Director
JIPMER, Puducherry.

Dear Sir,

Ref: Your TE document No_____dated _____

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

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

We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized 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/AMC as applicable as per clause 14 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document. We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent

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

Yours faithfully,

[Signature with date, name, designation and Email]
for and on behalf of Messrs.'_____[Name & address of the manufacturers]
Note:
(1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
(2) Original letter may be sent.
(3) The purchaser reserves the right to verify this document with its signatory.

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ AMC/AMC SECURITY

To
The Director JIPMER
Dhanvantari Nagar, Puducherry 605006.

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

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

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

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

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

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

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

SECTION – XV
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): _____

(c) Quantity: _____

(d) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no dated

(e) Date of site hand-over to the supplier by consignee (where applicable):

(f) Date of commissioning and proving test:_____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.

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

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

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

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

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

(Signature)
(Name)
(Designation with stamp)

Explanatory notes for filling up the certificate:

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

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

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

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

SECTION – XVI

GFR-144 (xi) compliance certificate
(To printed on the Firm's letterhead)

Tender No:

GFR-144(xi) compliance certificate (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI)

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of acountry which shares a land border with India. I certify that....., the vendor

- ٣ is not such a country
- ٣ is from a country and has been registered with a competent authority (attached evidence of validregistration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for theprocurement on CPP portal.

Thanking you.

Authorized Signatory

Section-XVII

Pre-Contract Integrity Pact
(To be submitted in Rs. 100 Stamp Paper)

General:

This pre-bid pre-contract Agreement(hereinafter called the Integrity Pact) is made on day of the month of ……..2025, between, on one hand, the President of India acting through Sh. _____ Designation of the Officer, Ministry/Department, Government of India (hereinafter called the "BUYER "_____, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri. _____ Chief Executive Officer (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERs

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

b. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

c. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contractor forbearing to door having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract of any other contract with the Government.

d. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign Principal's or associates.

e. BIDDERs shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

f. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

g. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services greed upon for such payments.

h. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

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

j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

l. If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternatively, if any relative of an officer the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender

m. The term 'relative for this purposes would be as defined in section 6 of the Companies Act 1956.

n. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

o. **The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter**.

3. Previous Transgression

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

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

4. Earnest Money (Security Deposit):

a. While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

i. Bank Draft or a Pay order in favour of Jawaharlal Institute of Postgraduate Medical Education & Research, Puducherry, (JIPMER) Puducherry.

ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument (to be specified in the RFP).

b. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is later.

c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

d. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **SANCTIONS FOR VIOLATIONS**

a. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

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

c. The earnest money deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

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

f. To encash the advance Bank guarantee and Performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with Interest.

g. To cancel all or another Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

h. To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

i. To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

j. In cases where irrevocable letter of Credit has been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

k. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without

assigning any reason for imposing sanction for Violation of this Pact.

l. The Buyer will be entitled to take all or any of the actions mentioned at Para 6.1(1) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of corruption ACT,1988 or any other statute enacted for prevention of corruption.

m. The decision of the BUYER to the effect that breach of the Provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this pact.

7. FALL CLAUSE

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

8. INDEPENDENT MONITORS

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission. The name and address of the Monitors are as under:-

Shri Satish Chander,
A-1, 601, Windsor Avenue,
Wanowrie,
Pune – 411022
Ph. No. 91-9417256367
E-mail: Satishchander.adg@gmail.com

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

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

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the Project/Procurement, including minutes of meetings.

8.5. As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

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

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to

participate in such meetings.

8.8 The Monitor will submit a written report to the Director, JIPMER, Puducherry within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law. The place of performance and jurisdiction is Puducherry.

11.OTHER LEGAL ACTIONS

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

12 VALIDITY:

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is un-successful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at on

BUYER	**BIDDER**
Name of the Officer Designation JIPMER, Puducherry	
Witness	**Witness**
1.	1.
2.	2.

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

Appendix-A

Self-certification format for claiming purchase preference under the "Public Procurement preference to Make in India" order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No. P-45021/2/2017-B.E.-ll dated 28.05.2018, Order No.P- 45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of "local supplier" is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in theDIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019 and 04.06.2020:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self- certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

"Certified that the following items quoted has more than 50% or 20% to 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India "Public Procurement preference to Make in India" order Dt.15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-ll dated 28.05.2018, Order No.P-45021/2/2017- B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

Sl. No.	Name of the Item	Percentage of Local Content	Location of value addition in India	Mention whether Class I local supplier or Class II local supplier or non-local supplier

Authorized Signature:
Name:
Designation:

b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Minimum Local Content: ‘Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

f. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor’s/accountant’s certificates on random basis and in the case of complaints.

h. A fees of Rs.10000/- in the form of demand draft favoring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Officer in Charge
Purchase Section
JIPMER Puducherry

For Director, JIPMER

Signature Not Verified

Digitally signed by PRASHANT SHANKARRAO ADOLE
Date: 2026.02.04 16:23:10 IST
Location: eProcure-EPROC