



TAMILNADU MEDICAL SERVICES CORPORATION LIMITED

417 Pantheon Road, Egmore, Chennai - 8

Website: www.tnmsc.tn.gov.in (or) <https://tntenders.gov.in/nicgep/app>

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TENDER REFERENCE: E1490/CTS/DME/RC/TNMSC/ENGG/2026, DT:
04.03.2026

**ONLINE TENDER FOR FIXING RATE CONTRACT FOR SUPPLY AND
INSTALLATION OF CT SIMULATOR AND 4D CT SIMULATOR TO VARIOUS
GOVT. INSTITUTIONS**

LAST DATE OF UPLOADING OF TENDER: 07.04.2026 at 11.00 AM

NOT TRANSFERABLE

ABSTRACT

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**TAMILNADU MEDICAL SERVICES CORP. LTD.,
417, PANTHEON ROAD,
EGMORE, CHENNAI 600 008.**

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**ONLINE TENDER FOR FIXING RATE CONTRACT FOR SUPPLY AND
INSTALLTION OF CT SIMULATOR AND 4D CT SIMULATOR TO VARIOUS
GOVT. INSTITUTIONS**

TENDER REFERENCE	:	E1460/CTS/DME/RC/TNMSC/ ENGG/2026, DT.04.03.2026
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	06.03.2026
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	06.04.2026
LAST DATE AND TIME FOR UPLOADING OF BIDS	:	07.04.2026, 11.00 AM
TIME AND DATE OF OPENING OF BIDS	:	07.04.2026, 12.00 Noon
PLACE OF OPENING OF BIDS	:	Tamilnadu Medical Services Corp. Ltd 417, Pantheon road, Egmore, Chennai 600 008.
ADDRESS FOR COMMUNICATION	:	Tamilnadu Medical Services Corp. Ltd 417, Pantheon road, Egmore, Chennai 600 008.

SECTION I: INVITATION FOR BIDS (IFB)

SECTION I: INVITATION FOR BIDS (IFB)

Online tender will be received till **11.00 AM** on **07.04.2026** for **online tender for fixing rate contract for supply and installation of CT Simulator and 4D CT Simulator to various Govt. Institutions.**

1. Interested eligible Bidders may obtain further information from the office of the Tamilnadu Medical Services Corp. Ltd, 417, Pantheon Road, Egmore, Chennai 600 008. Tamilnadu. India.

2. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of **Tamilnadu Medical Services Corp. Ltd., payable at Chennai.**

3. The bidding document may be obtained from the office of **Tamilnadu Medical Services Corp. Ltd., 417, Pantheon Road, Egmore, Chennai – 600 008**, during office hours namely, from **10.00 hours to 17.00 hours** on all working days either in person or by post.

- | | | | |
|----|---|---|---|
| a) | Price of bidding document
(Non-refundable) | : | Rs.5,725/-
(Inclusive of all taxes)
(Alternatively, the tender
document can be downloaded
from www.tenders.tn.gov.in
and TNMSC website www.tnmsc.tn.gov.in
at free of cost) |
| b) | Postal charges, inland | : | Rs.200/- (extra) |
| c) | Date of commencement of
Sale of bidding document | : | 06.03.2026 |
| d) | Pre-bid meeting | : | 18.03.2026 at 11.00 AM |
| e) | Last date for sale of Bidding
Document | : | 06.04.2026 |
| f) | Last date and time for Uploading
of bids | : | 07.04.2026, 11.00 AM |
| g) | Time and date of Opening
of Technical bids | : | 07.04.2026, 12.00 Noon |

- h) Place of opening of bids : Tamilnadu Medical Services Corp. Ltd.,
417, Pantheon Road,
Egmore,
Chennai 600 008.
- i) Address for communication : Tamilnadu Medical Services Corp. Ltd.,
417, Pantheon Road,
Egmore,
Chennai 600 008.

4. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

5. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

6. Bids will be opened through online only on the stipulated date and time.

SECTION II: INSTRUCTION TO BIDDERS

SECTION II: INSTRUCTIONS TO BIDDERS

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A. INTRODUCTION

1. Eligible Bidders

1.1 Manufacturers or their authorised representatives / direct importers are eligible to participate in this tender.

1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2.1. The GST registered bidders are only eligible to participate in the tender.

1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the *Purchaser*.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and *Tamilnadu Medical Services Corp. Ltd., Chennai*, hereinafter referred to as "*the Purchaser*", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Contents of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications / Qualification criteria;
- f. Bid Form and Price Schedules;
- g. Bid Security form
- h. Contract Form;
- i. Performance Security Form;
- j. Performance statement and
- k. Manufacturer's Authorisation Form

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the **Purchaser** in writing or by telex or cable at the **Purchaser's** mailing address indicated in the Invitation for Bids. The **Purchaser** will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the **Purchaser**. Written copies of the **Purchaser's** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents.

4.2 Pre-Bid Meeting:

- a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of *Tamilnadu Medical Services Corporation Limited, 417, Pantheon Road, Chennai –8, India* on **18.03.2026 at 11.00 AM**.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The Bidder is requested to submit any questions in writing or by cable to reach the **Purchaser** not later than **3 days before the meeting**.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the **Purchaser** may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the *Purchaser*, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7. Documents Comprising the Bid

7.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
- (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
- (d) Bid Security furnished in accordance with ITB Clause 13.

8. Bid Form

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

9.1 The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii) any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;

(iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) the cost of incidental services listed in Clause 7 of the Special Conditions of Contract.

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the **Purchaser** and will not in any way limit the **Purchaser's** right to contract on any of the terms offered.

9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.5. a) The bidder should furnish the CIF value of the imported component with Customs duty separately in the price bid in addition to the other breakup value for packaging & Forwarding, Inland transport, Installation and commissioning and other incidental charges as specified in SCC 7 under GCC 12

b) The bidders are advised to take in to consideration the savings available due to abolition of CVD and SAD for imports now due to GST implementation, and consider the benefits out of it as a reduction, while arriving at their bid price.

c) Similarly, the benefits that could be availed out of High Sea Sales/ Sales in course of import should also be considered as a reduction while arriving at their bid price.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees.

10.2 The bidders are also permitted to quote the imported component price in any foreign currency which will be converted into Indian Currency fixed by SBI on the date of opening of technical bid for evaluation of prices and the bidders should quote for the other component in Indian Rupees.

10.3 For the rate contract, the imported component prize will be frozen at the foreign currency rates for a period of three years from the date of notification of award and the payment will be made at the time of actual placement of order and at the prevailing exchange rates. The customs duty, GST etc., will be at the actual rate at the time of placement of order.

11. Documents establishing bidder's eligibility and qualifications

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the **Purchaser's** satisfactions.

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XI) by the goods manufacturer or produce to supply the goods in India.

(b) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section X)

11.3 The bidder should furnish the GST registration no. for supply and services and the code no. for the goods quoted.

11.4 The bidder should furnish the details for Bank name, Branch name, Account no., IFSC Code and a copy of cancelled cheque leaf.

12. Documents establishing goods conformity to bidding documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of three years, following commencement of the goods used by the *Purchaser*; and

(c) an item-by-item commentary on the *Purchaser's* Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers designated by the *Purchaser* in its Technical Specifications are intended to be descriptive only and not

restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the **Purchaser**'s satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.

13.2 The bid security is required to protect the **Purchaser** against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 Payment of Bid Security/ Earnest Money Deposit (EMD)

- a. The bid security shall be in Indian Rupees and shall be made only online through e-BG as provided in the tender portal.
- b. Earnest Money Deposit in any other form such as Manual Bank Guarantee/ Cheque / Cash / Postal order will not be accepted.
- c. (i) **Only** Domestic Micro and Domestic Small Enterprises located within the State of Tamil Nadu which manufactures the goods and registered with State MSME authorities in appropriate manner, as prescribed from time to time alone are eligible for exemption from payment of Earnest Money Deposit against the production of copy of the applicable registration document. **For other contracts including service, EMD exemption is not eligible even for Domestic Enterprises.**
 - (ii) All other Enterprises are not eligible for claiming EMD exemption and hence to remit the EMD amount with their tender.
 - (iii) The domestic Micro and Small industries bidders **as manufacturer of the product quoted** and claims exemption from the payment of EMD shall submit an undertaking in the following format signed by the Authorized to Signatory of the bidder.

Undertaking

“We will hereby undertake to pay penalty to an amount of equal to EMD in the event of non-fulfillment or non- observance of condition governing EMD which empowers the purchaser to forfeit the EMD amount.

(iv)The purchaser reserves the rights to inspect the unit and satisfy themselves with regard to verifying the credentials of the bidders on the line of activity pursued by them as manufacturer, quality and production capacity and relevant factors.

- d. The bidders shall refer to Bidders Manual Kit in tender portal <https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> , for online payment procedure and eBG bid submission

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the **Purchaser** as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the *Purchaser*, pursuant to ITB Clause 14.

13.6 The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;

(or)

(b) In case of a successful bidder, if the bidder fails:

(i) to sign the contract in accordance with ITB Clause 30; or

(ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

14.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the *Purchaser*, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the *Purchaser* as non-responsive.

14.2 In exceptional circumstances, the *Purchaser* may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 13 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall upload the technical bid and price bid separately in the portal.

15.2 The bid shall be digitally signed by the Authorized person of the bidder to bind the bidder to the contract. The letter of Authorization shall be indicated by a written power of Attorney and uploaded.

15.3 Deleted.

D. SUBMISSION OF BIDS

16. Sealing and Marking of Bids

16.1 The bidder shall upload “**Technical bid**” and “**Price bid**” separately as per the instructions in the portal <https://tntenders.gov.in/nicgep/app> (or) <https://tnmsc.tn.gov.in/>

16.2 Deleted

16.3 Deleted.

16.4 Deleted.

16.5 Deleted.

Bid submitted in manual Mode will not be considered

17. Deadline for Submission of Bids

17.1 Bids must be received by the *Purchaser* in the portal. not later than the time and date specified in the Invitation of Bids (Section I) as instructed.

17.2 The *Purchaser* may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the *Purchaser* after the deadline for submission of bids prescribed by the *Purchaser*, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the *Purchaser* prior to the deadline prescribed for submission of bids.

19.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security, pursuant to Clause 13.7

E. BID OPENING AND EVALUATION

20. Opening of Bids by Purchaser

20.1 The *Purchaser* will open only the Technical bids (Cover A) of all bids through online at **12.00 Noon on 07.04.2026** at the following location:

**Tamilnadu Medical Services Corp. Ltd.,
417, Pantheon Road,
Egmore,
Chennai 600 008.**

20.2 Deleted.

20.3 The *Purchaser* will prepare minutes of the bid opening.

20.4 The “**Price Bid**” (**Cover B**) will be opened after evaluation of “**Technical bids**” (**Cover A**) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **Purchaser**.

21. Clarification of Bids

21.1 During evaluation of bids, the *Purchaser* may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the “**Price bid**” “**Cover B**”.

22. Preliminary Examination

22.1 The *Purchaser* will examine the bids 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, and whether the bids are generally in order. Bids from Representatives, without proper authorisation from the manufacturer as per Section XI, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The *Purchaser* may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

22.4 Prior to the detailed evaluation, pursuant to Clause ITB 23, the **Purchaser** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause 31) will be deemed to be material deviation. The purchasers determination of a bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 A bid determined as not substantially responsive will be rejected by the **Purchaser** and may not subsequently be made responsive by the bidder by correction of non-conformity.

23. Evaluation and Comparison of Bids

23.1 The **Purchaser** will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The purchasers evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 23.3 and in the technical specifications:

- (a)
 - i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
 - ii)The comprehensive annual maintenance charges for a period of 7 years subsequent to free guarantee maintenance period of 3 years.
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the special conditions of contract
 - (d) the availability in India of spare parts and after-sales services for the equipment offered in the bid.
- i) Manufacturer Bidders:-**
- a. An undertaking for the uninterrupted supply of adequate spares for atleast a period of 10 years shall be furnished.
 - b. Availability/ establishment of after sales service facility atleast in 4 regions of Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The

details of service facility available / proposed to be set up shall be furnished in their bid.

ii) Non-Manufacturer Bidders:-

- a. The bidder shall furnish an undertaking for the uninterrupted supply of adequate spares for atleast a period of 10 years with the backup undertaking from their manufacturer.
- b. Availability/ establishment of after sales service facility atleast in 4 regions of Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished in their bid.

23.3 Pursuant to ITB Clause 23.2 the following evaluation methods will be applied:

- (a) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
 - (i) Inland transportation, insurance and other incidentals, for delivery of goods to the project site as stated in ITB Clause 9.2 (iii).

The above costs will also be added to the bid price.

- (b) Delivery schedule:

The **Purchaser** desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery “adjustment” will be calculated for other bids at 2% of the ex-factory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery will be treated as unresponsive.
- (c) Deviation in Payment Schedule:

The special conditions of contract indicate the payment schedule offered by the **Purchaser**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **Purchaser**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.
- (d) Spare parts and after sales service facilities in India:

The cost of the *Purchaser* of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(e) Annual Maintenance Contract (AMC):

i. The purchaser desires to have a comprehensive maintenance contract for a period of seven years after the expiry of free maintenance period of 3 years. Bidders should clearly indicate year wise comprehensive maintenance charges in the price schedule which shall be added to the bid price at a discount rate of 8% per annum. **Bids without this charges will be considered as non-responsive.**

ii. Any major repair pointed out by the *Purchaser* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser.

24. Contacting the purchaser

24.1 Subject to ITB Clause 21, no bidder shall contact the *Purchaser* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

24.2 Any effort by a bidder to influence the *Purchaser* in the *Purchaser's* bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

24.3 The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority bidder shall be sufficient reason to disqualify the bidder.

24.4 Notwithstanding anything contained in clause 24.3 above pursuant to ITB clause 21, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

F. AWARD OF CONTRACT

25. Post Qualification

25.1 In the absence of pre-qualification, the *Purchaser* will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the *Purchaser* deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the *Purchaser* will proceed to the next lowest evaluated bid to make a similar determination of that bidders capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to ITB Clause 28, the *Purchaser* will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

27. Purchaser's right to vary quantities at time of award

27.1 The *Purchaser* reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

28. Purchaser's right to accept any bid and to reject any or all bids

28.1 The *Purchaser* reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchasers action.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, the *Purchaser* will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the **Purchaser** will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

30. Signing of Contract

30.1 At the same time as the **Purchaser** notifies the successful bidder that its bid has been accepted, the **Purchaser** will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within 10 days of receipt of notification of award, the successful bidder shall sign the contract agreement, for the supply and installation and also for the comprehensive AMC contract as applicable after the warranty period.

31. Performance Security

31.1 Within 7 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the **Purchaser**.

31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.

32. Fraud and corruption

It is **purchaser's** policy to require that the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the **purchasers**;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **“corrupt practice”**² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **“fraudulent practice”**³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

¹ *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

² *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*

³ *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(ii) **“collusive practice”**⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **“coercive practice”**⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **“obstructive practice”** is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause 32 (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the purchaser.

Furthermore, Bidders shall be aware of the provision stated in Sub Clause 32 of the General Conditions of Contract.

⁴ *“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

⁵ *a “party” refers to a participant in the procurement process or contract execution.*

33. Appeal

- 33.1 This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.
- 32.2 Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.
- 33.3 No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award as stated ITB in clause 29 is completed by the purchaser.

SECTION III: GENERAL CONDITIONS OF CONTRACT

**SECTION III: GENERAL CONDITIONS OF CONTRACT
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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the *Purchaser* and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the *Purchaser* under the Contract;
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The *Purchaser*” means the Organisation purchasing the Goods, as named in SCC;
- (h) “The Supplier” means the individual or firm supplying the Goods under this Contract;
- (i) “The Project Site”, where applicable means the place or places named in SCC.
- (j) “Day” means calendar day.
- (k) “Delivery period” means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the supplier at the Project site and accepted by the Purchaser.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country or origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the *Purchaser's* prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the *Purchaser* in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the *Purchaser's* prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the *Purchaser* and shall be returned (in all copies) to the *Purchaser* on completion of the supplier's performance under the Contract if so required by the *Purchaser*.

5. Patent Rights

5.1 The Supplier shall indemnify the *Purchaser* against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 7 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the *Purchaser* in the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the *Purchaser* as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in India Rupees and shall be in one of the following forms:

(a) A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the *Purchaser* by e-BG mode or manual BG with SFMS mentioning IFSC code and current account number of the purchaser.

(b) A cashier's cheque, certified cheque, or demand draft.

6.4 The performance security will be discharged by the **Purchaser** and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC

7. Inspection and Tests

7.1 The **Purchaser** or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the **Purchaser**. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the **Purchaser** requires and where they are to be conducted. The **Purchaser** shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

7.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data – shall be furnished to the inspectors at no charge to the **Purchaser**.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the **Purchaser** may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the **Purchaser**.

7.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods despatched.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Inspection and Audit

- (i) The supplier shall permit the **purchaser** and or persons appointed by the **purchaser** to inspect the supplier's office and / or the accounts and records of the suppliers and its sub contractors relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the purchaser if required.

The Supplier's attention is drawn to Clause 32, which provides, inter alia, that acts intended to materially impede the exercise of the purchaser inspection and audit rights provided for under Sub-Clause 7.6 (i) constitute a prohibited practice subject to contract termination

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, Where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the *Purchaser*.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the *Purchaser* in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the India defined as Project site, transport to such place of destination in India insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

2. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
3. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
4. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
5. training of the *Purchaser's* Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.3 Prices charged by the Supplier for incidental services, if not included in the contract Price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the *Purchaser* may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the *Purchaser* of the pending termination, in sufficient time to permit the *Purchaser* to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the *Purchaser*, the blueprints, drawings and specifications of the spare parts, if and when requested.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the *Purchaser's* specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

14.2 This warranty shall remain valid for One year after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

14.3 The *Purchaser* shall promptly notify the supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice , the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **Purchaser**.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the **Purchaser** may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the **Purchaser** may have against the Supplier under the contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

15.2 The Suppliers request(s) for payment shall be made to the **Purchaser** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payment shall be made promptly by the **Purchaser** but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

15.4 Payment shall be made in Indian Rupees

16. Prices

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the **Purchaser's** request for bid validity extensions, as the case may be.

17. Change Orders

17.1 The **Purchaser** may at any time by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the **Purchaser**;

(b) the method of shipping or packing

(c) the place of delivery; or

(d) the services to be provided by the Supplier.

17.2 If any such changes causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the *Purchaser's* change order.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the *Purchaser's* prior written consent.

20. Subcontracts

20.1 The supplier shall notify the *Purchaser* in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the *Purchaser* in its Schedule of Requirements.

21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the *Purchaser* in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the *Purchaser* shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the **Purchaser** shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the **Purchaser** may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

(a) The **Purchaser** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;

- (i) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the **Purchaser** pursuant to clause 21; or
- (ii) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (iii) if the supplier, in the judgment of the **Purchaser**, has engaged in fraud and corruption, as defined in GCC clause 32, in competing for or in executing the contract.

(b) In the event the **Purchaser** terminates the Contract in whole or in part, pursuant to GCC Clause 23.1(a), the **Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Purchaser** for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Termination for Insolvency

(a) The **Purchaser** may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the **Purchaser**.

25. Termination for Convenience

(a) The **Purchaser**, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **Purchaser's** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within 30days after the Supplier's receipt of notice of termination shall be accepted by the **Purchaser** at the Contract terms and prices. For the remaining Goods, the **Purchaser** may elect.

- (i) to have any portion completed and delivered at the Contract terms and prices; and /or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 21,22,23, the Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform 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 not foreseeable. Such events may include, but are not limited to, acts of the **Purchaser** either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the **Purchaser** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Purchaser** in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Resolution of Disputes

27.1 The **Purchaser** and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the **Purchaser** and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

28. Governing Language

28.1 The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

- 29.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

30. Notices

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the *Purchaser*. However, Sales tax in respect of the transaction between the *Purchaser* and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

32. Fraud and corruption

32.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such termination had been made under clause 23.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

32.2 Notwithstanding the clause 32 above, Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions(GCC Clause 1)

(a) The *Purchaser* is **Tamilnadu Medical Services Corp. Ltd., Chennai.**

(b) The Supplier is.....

(c) Project site is the place(s) mentioned in the Schedule of Requirements

2. Performance Security (GCC Clause 6)

2.1 Substitute Clause 6.1 of GCC by the following:

Within 7 days after the supplier's receipt of Notification of Award, the supplier shall furnish performance security to the *Purchaser* for an amount of 5% of the contract value **(including GST)** valid upto 60 days after the date of completion of performance obligations including the warranty obligations.

The performance security will be released after entering into a comprehensive maintenance contract after the warranty period and on payment of required performance security for the CAMC contract. However in no case, the performance security will be returned before the date of completion of the warranty obligation.

Performance security for Maintenance contract

After successful completion of warranty period, the supplier shall furnish performance security for 5% of the comprehensive AMC **(including GST)** applicable for 7 years maintenance period valid for 7 years period of maintenance.

2.2 Substitute Clause 6.3 (b) of GCC by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the *Purchaser*.

2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the *Purchaser* and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligations, under the Contract.

2.4 Add Clause 6.5 to the GCC of the following:

In the event of any contract amendment, the supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

3. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the *Purchaser*;

The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

The *Purchaser* or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the *Purchaser*.

4. Packing (GCC Clause 8)

Add as Clause 8.3 of the GCC the following:

Packing Instruction: The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project
- ii) Contract No.
- iii) Supplier's Name
- iv) Packing list reference number

5. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the Supplier shall notify the *Purchaser* and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Goods, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the **Purchaser**, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice (in duplicate) showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the Consignee(s)
- (iii) Insurance Certificate;
- (iv) Manufacturer's/ Supplier's warranty and test Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The above documents shall be received by the **Purchaser** before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 10)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

7. Incidental Service (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a) Unloading, safe storage and handling of consignment of site.
- (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

8. Spare parts (GCC Clause 13)

Add as Clause 13.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

9. Warranty (GCC Clause 14)

9.1 Substitute GCC Clause 14.2 by the following:-

This warranty shall remain valid for 3 years after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

9.2 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3:

10. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) No advance payment is payable.**
 - (ii) 100% payment will be made against successful completion of installation and commissioning of MRI equipment at the respective sites against certification from the consignee.**
 - (iii) The Purchase order will be issued through EMMS portal of TNMSC Ltd.,**
 - (iv) The supplier (Successful Bidder) should upload their bills with necessary documents through EMMS portal of TNMSC for processing their payment.**
 - (v) The Supplier should update the BG/ Contract Agreement & Dispatch details along with Invoice, in the Supplier Interface for Purchase desk and Installation report & point wise technical compliance statement in the Installation desk.**
- a) If there is a delay in installation of the equipment due to reasons not attributable to the supplier such as non readiness of site, 50% of the supply value will be released against supply and provisional stock entry certificate from the consignee / end user.
 - b) If there is no situation such as non availability of site etc., and installation is taken up by the supplier immediately after supply, 50% of the supply value will be paid against supply and certificate for receipt of the item in good condition and a provisional stock entry certificate, from the consignee / end user.
 - c) On completion of installation, another 20% is payable against installation certificate issued by the end user.
 - d) The final 30% will be paid after receipt of proper stock entry certificate from the end user.
 - e) For items ordered in bulk quantities, the first payment will be released only after supply / installation of atleast 20% of the ordered quantity or Rs.25.00 lakhs whichever is less.

- f) If the price includes customs duty, relevant documentary evidence for import of the equipment / goods (Bill of lading / Airway Bill, Bill of entry and invoice copy) and proof for payment of Custom duty shall be furnished.
- g) Payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT (Net Electronic Fund Transfer).
- h) The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.

11. Prices (GCC Clause 16)

Substitute Clause 16.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

12. Sub-Contract (Clause 20)

Add at the end of sub-clause 20.1 the following:

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

13. Liquidated Damages (GCC Clause 22)

- a. For delays:

Substitute GCC Clause 22.1 by the following

Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the **Purchaser** shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the **Purchaser** may consider termination of the Contract.

14. Resolution of Disputes (GCC Clause 27)

Add as GCC Clauses 27.3 and 27.4 the following:

14.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a) In the case of a dispute or difference arising between the **Purchaser** and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the **Purchaser** and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

14.2 The venue of arbitration shall be the place from where the Contract is issued (ie.) Chennai.

15. Notices (clause 30)

For the purpose of all notices, the following shall be the address of the **Purchaser** and Supplier.

Purchaser: Tamilnadu Medical Services Corp. Ltd.,
417, Pantheon Road,
Egmore,
Chennai 600 008.

Supplier:

(To be filled in at the time of Contract signature)

16. Annual Maintenance Contract (AMC):

16.1 The supplier shall under take atleast one preventive maintenance visit per quarter and attend to all break down calls. The payment for the maintenance services will be made at the end of each quarter based on the certificate from the end user for completion of preventive maintenance and break down maintenance as per schedule.

16.2 An uptime guarantee of 95% shall be maintained out of total usage period of the equipment by the end users during warranty and maintenance period.

16.3 Any major repair pointed out by the *Purchaser* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

16.4 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 3 years.

16.5 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 7 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.

16.6 The scope of comprehensive Annual Maintenance Contract shall include replacement of all parts without any exclusion. The supplier shall undertake atleast one Preventive Maintenance Service per quarter of the year and attend to all break down maintenance calls. The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.

17. Uploading to Bid document:

A. Technical bid:

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security.
- b) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c) For Importers Photocopy of License renewed upto date.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No.,

Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.

- e) Authorisation of senior responsible officer of the Company to transact business.
- f) Annual turnover statement last for three years certified by the Auditor.
- g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h) GST Certificate as on 31.03.2025.
- i) Notarised statement of the Installed manufacturing capacity of the Items quoted.
- j) Qualification Criteria – Section VI-A
- k) Performance Statement – Section X
- l) Manufacturer’s Authorisation Form – Section XI
- m) Technical literature and other documents in support of the goods / services.
- n) Any deviations
- o) List of items quoted (without prices)**
- p) In case of critical equipment, the supplier shall give a certificate to the effect that the equipment does not have any capability to remotely observe or access. If called for by the purchaser a verification and certificate of this claim shall be given by a 3rd party.**
- q) Self Declaration by bidder as per format at Section XIII**
- r) The bidder shall give an undertaking/declaration that they do not have any conflict of interest with any other prospective tenderer who have common controlling shareholders of interest (or) constituent of such prospective tenderer is also a constituent of another prospective tenderers. The decision of the tender acceptance authority is final in this regard.**
- s) Undertaking for EMD as per clause No.13 ©, in case of claiming EMD exemption being Domestic Enterprises.**

B. Price Bid :

Price bid shall include

- a) Duly filled in Price Schedule – Section VII
- b) Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

SECTION V: SCHEDULE OF REQUIREMENTS

SECTION – V
SECTION V- SCHEDULE OF REQUIREMENTS

Sch. No.	Brief Description	Unit	Tentative Qty. per year	Bid security (Rs.)
1	CT Simulator as per specification	Nos.	6	Rs.8,00,000/-
2	4D CT Simulator as per specification	Nos.	2	Rs.10,00,000/-

Important Note:

- a. The bid security shall be in Indian Rupees and shall be made only online through e-BG as provided in the tender portal.
- b. Earnest Money Deposit in any other form such as Manual Bank Guarantee/ Cheque / Cash / Postal order will not be accepted.

Delivery Schedule: - 90 days from the date of handing over of site.

Place of Delivery: -

Sch. No.	Description	Name of the Hospital
1	CT Simulator	1. Govt. Stanley Medical College Hospital, Chennai 2. Govt. Medical College Hospital, Villupuram 3. Govt. Medical College Hospital, Kanya Kumari 4. Govt. Medical College Hospital, Pudukottai 5. Govt. Medical College Hospital, Tiruvannamalai 6. Govt. Medical College Hospital, Dharmapuri
2	4D CT Simulator	1. Rajiv Gandhi Government General Hospital, Chennai 2. Govt. Medical College Hospital, Coimbatore.

Note:

- 1) The rate contract will be for a period of 3 years from the date of notification of award.
- 2) The quantity indicated is tentative and the actual quantity may vary at the time of placement of orders. No claim on such variation will be entertained.
- 3) The bidders are permitted to quote any one or all the Schedule.
- 4) TNMSC reserves the rights to procure any number of machines in any of the above options to any of the hospitals based on the price differential and caseloads and the relative advantage of prices with respect to higher specification. The decision of TNMSC in this aspect shall be final.
- 5) The bidders are also permitted to quote the imported component price in any foreign currency which will be converted into Indian Currency fixed by SBI on the date of

opening of technical bid for evaluation of prices and the bidders should quote for the other component in Indian Rupees.

6) Price bid (Online BOQ):-

- a. The Bidders are permitted to quote the imported component price in any foreign currency.
- b. Indigenous component like, local accessories and for all services in India like Customs clearance charges, Inland transport, local insurance and incidental charges and CAMC rates should be quoted in INR only.
- c. The online BOQ comprises of two excel sheets namely 'BOQ1' and 'Reference'.
- d. The bidder should quote INR value of the equipment in the main 'BOQ1' and its Break up rate should be given in the 'Reference' sheet. The total rate given in the 'BOQ1' and in the 'Reference' sheets should be one and the same. In case of any discrepancy between the two, the price in the BOQ1 is final.
- e. Evaluation will be based on the rates quoted in INR in the 'BOQ1' sheet only.
- f. In the 'Reference' sheet, the bidders should indicate the imported component price in any foreign currency and its equivalent INR value at the exchange rate applicable by the State Bank of India prevailing on 7 days prior to the date of opening of technical bids in the respective columns.
- g. In the event of any variation is found in the exchange rate considered by the L1 bidder for arriving at the INR equivalent of the imported portion indicated in the reference sheet, it will be adjusted in the indigenous portion of the total value and not on the imported value in foreign currency.
- h. In the event of the L1 bidder has quoted only foreign currency portion and did not give the price for Indigenous portion and the exchange rate considered for the INR equivalent is lesser than the prevailing exchange rate as specified above, the actual foreign currency portion will be corrected as per the actual exchange rate.
- i. In the event of the L1 bidder has quoted only foreign currency portion and did not give the price for Indigenous portion and the exchange rate considered for the INR equivalent is higher than the prevailing exchange rate as specified above, the foreign currency portion will remain unaltered.

- j. For the rate contract, the imported component price will be frozen at the foreign currency rates for a period of three years from the date of notification of award and the payment will be made at the exchange rate applicable on date of placement of order. The customs duty, GST etc., will be at the actual rate applicable on the date of placement of order or on the date of clearance by customs whichever is lesser. For the local currency (INR) quoted items, an annual increase of 4% per year will be allowed.

SECTION VI : TECHNICAL SPECIFICATIONS

SECTION VI: TECHNICAL SPECIFICATIONS

Schedule. 1. CT SIMULATOR:

S. n.	TECHNICAL SPECIFICATION
1	The system should be with 20 mm or more Z axis detector width Sub-mm scanning capability in Axial and helical mode is essential, with capability of acquiring 16 slices per rotation in single axial mode. System should be ready for integrating with any PACS/HIS system without any additional software or hardware.
2	The system should be DICOM - ready with true isotropic volume acquisition and sub millimetre resolution. The model quoted should be, US FDA/European CE certified. The system should be capable of doing ultra-low dose imaging using iterative reconstruction technique. The essential requirements of the system are as follows: -
3	Gantry:
	a) Aperture: 70 CM or more.
	b) FOV: 50 CM or more. Maximum Extended Field of View (reconstructed) available with the vendor for the quoted model to be provided to facilitate obese patient scanning and contouring. Specify the maximum HU uncertainty of the reconstructed region.
	c) 3-D laser lights for positioning.
	d) Gantry must have laser-positioning lights with a positioning accuracy of ± 2 mm or better. External lasers to be supplied should have an accuracy of ± 1 mm or better. The external lasers and gantry lasers should be matched within the normal treatment length.
4	X-Ray Generator:
	a) High Frequency type.
	b) Power output: 32 KW or higher
	c) mA Range: 20-350 mA or higher (with incremental steps of 10 mA)
	d) KV Range: 80-130 or more
	e) Higher values will be considered
5	X-Ray Tube:
	a) Tube Voltage: 80-130 kV or more
	b) Anode Heat Storage Capacity of at least 3.5 MHU with 600 KHU/min anode heat cooling rate or more.
6	Patient Table:
	a) Load carrying capacity at least of 150 Kg with positional accuracy of 1 mm or less
	b) Metal free scannable range of 150 cm or more
	c) Table top with foot pedal/hand control for positioning.
	d) Additionally, a flat carbon fibre table top should be provided which can be easily locked to the existing couch for the CT to be used as a CT simulator.

	e) The flat table top should be of carbon fibre satisfying the TG66 criteria.
	f) The table top supplied should be identical with the table top of High Energy Linear Accelerator in the department.
	g) The table top should have patient positioning index system matching with that of linear accelerator table top. 5 Index rods have to be supplied for positioning of Immobilization base-plates (Head & Neck, Abdomen and Pelvis and Knee Rest) for Radiotherapy Patient
7	Spiral Acquisition:
	a) Scan Time should be 0.8 sec or less for full 360-degree rotation
	b) Minimum slice thickness should be 0.625mm or less with 16 rows of detectors
	c) Pitch Factor (volume pitch): freely selectable in auto mode and also manually variable between 0.5 to 1.5 or more. Specify all possible pitch selections.
	d) Bolus Triggered spiral acquisition should be available.
	e) Real time x-ray dose reduction which combines both Z axis and angular tube current modulation to adjust the dose to the size and shape of individual.
	f) Metal Artifact reduction on raw data-based technique should be available including neuro applications
	g) The reconstruction speed with iterative recon should be more than 13 images/s
	h) The operator console should have all capabilities of 2D reformat, 3D MIP, VR, 3D segmentation tools, 3D Virtual Scopy without any additional workstation.
	i) Retrospective reconstruction should be possible on raw data files with change in parameter such as FOV
	j) Should support Scanogram, Axial and Spiral scanning mode
	k) It should be possible to mix spiral and axial modes.
	l) It must be possible to obtain the Scanogram for AP or PA or left-to-right or right-to-left directions
	m) The accuracy of slice prescription from Scanogram should be ± 2 mm or better.
	n) The Scanogram length should be more than 1500mm long and 500mm wide.
8	IMAGE QUALITY
	a) The reconstruction matrix must be 512 x 512 or higher.
	b) The reconstruction time should be as less as possible. Specify the reconstruction time.

	c) It should be possible to do simultaneous scanning and reconstruction, routing analysis, archiving and/or hard copying, and transfer to TPS.
	d) The system must have automatic mA control software that automatically adjusts mA for patient size; adjust mA along the z-axis, modulates mA during rotation.
	e) Specify Spatial Resolution in line/cm for 0% or 2% MTF
	f) Specify low contrast detectability on CATPHAN phantom.
	g) The CT number accuracy must be better than ± 4 HU for water and ± 10 HU for air.
	h) Spiral parameters: Different selection of pitch should be possible, from 0.5 to 1.5 to 3, in increments
	i) Interscan delay in different group of spiral should not be more than 5 seconds.
	j) Metal Artifact reduction software to be provided.
	k) Should be able to provide extended CT numbers
9	GANTRY
	a) Remote tilt
	b) With user control panel on side of the gantry
	c) 3 D positioning LASER lights
10	X-RAY SECTION
	a) Compact and inbuilt generator in the gantry
	b) Dual focus X-ray tube
	c) X-ray tube cooling unit in built in gantry
11	DETECTORS
	a) Solid State
12	PATIENT COUCH
	b) Remote UP/ DOWN, FWD/ BWD option
13	SPIRAL/HELICAL SECTION
	c) Ability to track contrast medium to trigger
	d) Scan
	e) Dose reduction Scan
14	COMPUTER SYSTEM
	a) Multitasking processors and menu driven platform

	b) Additional work station should be quoted with essential CT software - MIP, Distance, ROI, PiXEL and Angio post processing.
	c) Archiving facility of DVD & CD at main console
	d) Should be provided with minimum one reporting station with sufficient resolution & tools.
	e) The CT console computer provided should be the latest and highest configuration that is supplied by the vendor for the quoted model.
	f) All functions viz., scanning, image reconstruction, film documentation, MPR, CT Maximum Intensity Projection (MIP), 3D with SSD etc., should be possible from main console and workstation
	g) The hard disk capacity of the main computer system must be at least 900GB or more SSD.
	h) The CT simulator system should be fully DICOM compliant. All DICOM support licenses for Send/Receive, Query/Retrieve, Storage etc has to be provided
	i) The workstation should be able to transfer CT, RT plan, RT Structure to any Treatment Planning System or Treatment delivery machine. The vendor should make sure that all necessary licenses are available for the seamless transfer of the images from the CT console to the server of the treatment planning systems. All hardware and software requirements for such transfer are the responsibility of the vendor.
	j) A bidirectional audio communication must be provided between the operator and the patient
15	ACCESSORIES
	a) Lead Glass of size-100 X 150 cm- 1 no. (If the present one replaced)
	b) Lead Apron Hanger -1 nos.
	c) Zero lead Apron with thyroid shield & gonad shield -6 nos. (minimum)
	d) Online UPS from reputed manufacturer having at least 30 minutes back up.
	e) All patient positioning accessories including head rest.
	f) Single head contrast injector (300 psi) with minimum 100 nos. syringe
16	Moving lasers
	a) The CT simulator should have at least three movable (two moving lateral laser stations and one sagittal laser station) Green / Blue lasers for marking field reference points and field edges.
	b) The lasers should coincide at a point at a fixed distance from the CT isocenter
	c) Should have controls to the moving laser at the console and CT room
	d) The software for the laser system should be installed in a computer with latest windows OS and touch screen of 19 inch or higher
17	OTHERS

	a) The offer should be accompanied by original product data sheet/brochure of the product and AERB type approval certificate or valid No Objection Certificate (NOC) for the model offered should be submitted along with the technical bid. In case of NOC valid type approval certificate has to be submitted prior to submission of invoice for payments.
	b) There shall be no separate licensing fee for the use of software (software by the bidder or third party) supplied by the bidder.
	c) All equipment provided shall be of current production, new and of first rate quality.
	d) Remote diagnostic capabilities must include the ability to remotely connect the system on a regular basis to retrieve information about the system and to correct any software problems.
	e) It is the responsibility of the bidder to provide all items required but erroneously mentioned or omitted above for the full commissioning of the equipment.
18	Training:
	Onsite application training of two weeks should be provided for the staff of the Radiation Oncology Department.

19. Turnkey Works: (Price to be quoted separately)

The purchaser will provide one suitable room of required dimensions for installing the CT scanner and also adjoining rooms of required size such as Equipment Room, Console Room, Patient Waiting Room, Change Room, and Reception. It is the responsibility of the supplier to provide and finish the interiors of the rooms in all respects for successful installation and commissioning of the equipment to the satisfaction of the purchaser.

This shall include everything required for successful commissioning but not limited to the following:

a. Civil Works:

- i. Necessary civil works like platform, pedestals, etc., if any, required, shall be provided.
- ii. Flooring: Shall provide and lay anti-static flooring of 2 mm thick, manufactured by reputed standard manufacturers as per BS 2050-1978. Colour as per Purchaser's requirement.

b. False Ceiling:

- i. Shall provide and fix false ceiling of Luxalon make (84R) with necessary fixing arrangements as per the manufacturer's specifications.
- ii. Colour as per the Purchaser's requirement.

c. Wall Tiles:

- i. Walls up to the ceiling shall be provided with vitrified tiles of size 60cm x 60cm. Colour as per the Purchaser's requirement.
- ii. Radiation shielding of walls, doors, etc., as per AERB and BARC regulations.
The area of 1500 sq. ft. for each site will be considered for price evaluation purposes. However, the payment will be for the actual area of work done, and the payment will be made as per actuals.

d. Electrical Works (Lump Sum Cost):

- i. The purchaser will provide the main incoming power at one point near the CT Scanner Room. The supplier shall supply and install the main incoming switch fuse unit from this point, separate lighting and power distribution boards, and lay distribution lines required for all items installed with the CT Scanner and electrical lighting for the main equipment and console room, patient waiting room, change room, etc.
- ii. Adequate safety measures in the electrical power supply system as per standards.
- iii. Dedicated isolated earthing as per standards.
- iv. Floor trenches with wooden/concrete covers in blocks for the cables in the equipment room.
- v. Necessary concealment with wire mesh/sheet metal at the cable entry/exit points, various openings in the equipment and electrical panels, etc., to make the system rodent/pest proof.
- vi. The cost per running metre of supply and laying of the main electrical power cable (95 sq mm 3½ core aluminium) from the main power supply point of the hospital panel board to the CT scanner incoming point should be quoted separately. Approx. 50 metres will be considered for price evaluation purposes. However, the payment will be for the actual work done, and the payment will be made as per actuals.

e. Plumbing:

- i. Required plumbing work shall be provided. Approx. 50 metres will be considered for price evaluation purposes. However, the payment will be for the actual work done, and the payment will be made as per actuals.
- ii. A 6-ton capacity AC (3x2-ton capacity) for the gantry and a 4-ton capacity AC (2x2-ton capacity) for the console room shall be provided for each CT scanner.

Schedule. 2. 4D CT SIMULATOR:

1. Dedicated 4D CT Simulator is required for Radiotherapy Department for RT planning of conventional, 3-DCRT, IMRT, IGRT, Rapid Arc/ VMAT, Gated RT, SBRT, SRS, SRT etc. treatment of cancer patients.
2. The CT simulator is required for most accurate simulation, placement of treatment fields and marking of radiation field portals on patient's skin for radiation therapy of cancer patients.
3. The CT Scanner should be a spiral / Helical, multi-slice with Isotropic resolution incorporating latest technology available in the market.
4. The supplier should provide 3 static green Lasers. In addition to the external lasers, the CT-Scanner should have conventional in-built lasers for positioning the patient.
5. The system should be able to integrate the Virtual simulation software to 3-D TPS's and linear accelerator of the department, and this will be entirely and direct responsibility of the vendor. It should be possible to seamlessly export patient administrative data, images, volumes and machine parameters to the external beam teletherapy equipment, external beam TPS, laser image and OIS.
6. The equipment supplied should have NOC/ TAC from AERB, Mumbai

A. CT SCANNER SPECIFICATIONS

- i. Whole body spiral, multi-slice (32 physical detector rows or more) CT with flat carbon fibre table for Radiotherapy Treatment Planning and Simulation having capability of 32 slice acquisition or more. The system should have following essential features-

B. GANTRY

- i. Scan Field of view $\geq 60\text{cm}$
- ii. Extended Field of view $\geq 70\text{ cm}$
- iii. Entire range of rotation times for full 360° should be $\leq 0.5\text{second}$.
- iv. Gantry aperture should be 85 cm or more
- v. The gantry must have laser positioning lights with accuracy of $\pm 2\text{ mm}$
- vi. Metal free scan able range should be at least 150cm.

C. X-RAY GENERATOR

- i. High frequency x-ray generator with an output of at least 75 KW or more
- ii. There should be at least 3 KV setting in the range of 70 KV to 140KV or better.

- iii. The mA range should be from 20mA to 600mA or better with step size of 5mA or better.
- iv. Software for automatic mA control, mA adjustment for patient size and mA modulation during rotation and mA adjustment along z axis should be available.

D. X-RAY TUBE

- i. The-ray tube should have anode heat storage capacity of 7 MHU or more.
- ii. The anode peak heat dissipation rate should be ≥ 1500 KHU/min or more.
- iii. Please provide the focal spot details of the x-ray tube.
- iv. Maximum ON time at a stretch for a continuous spiral scan should be 300 sec.
- v. Filter and beam limiting devices and other specific features to reduce radiation dose to the patient.

E. DETECTOR SYSTEM

- i. The detectors should be solid state with high detector dose efficiency.
- ii. It should be free from repeated calibrations.
- iii. The detector system should have 32 physical rows of detector for 64 slice reconstruction or more per rotation since it is dual use machine
- iv. The detector system should be a high performance, low noise, high data density, active response data acquisition system.
- v. There should be 32 rows of detectors for taking minimum of 32 slices at a time. Give description of detectors e.g. numbers, made up of, size, number of rows and detectors per row, configuration in rows. Higher number of slices will be preferred.

F. PATIENT COUCH

- i. The scanning table should be flat with flat table top and should be TG66 compliant.
- ii. The table should have patient positioning indexing system on carbon fiber table top to allow reproducible placement of immobilization equipment.
- iii. It should have following features:
 - (a) The table should be able to bear weight upto 200kg or more.
 - (b) The table should have metal free range of about 150 cm or more
 - (c) Horizontal accuracy should be as per IEC specification (latest version).
 - (d) Vendor should specify the vertical movement range.

G. CT-SCAN PARAMETERS

- i. The slice thickness should be users selectable from 0.6mm to 10 mm, or better.

- ii. KV Range: 70 to 140 KV.
- iii. mA: 20 mA to 600 mA or more in increment of 5 mA.
- iv. Scan time for full 360-degree rotation should be 0.5 sec or less.
- v. Scan field view should be 60 cm or more.
- vi. Extended field of view 70 cm or more.
- vii. The following scanning modes shall be available: scan projection radiograph (SPR)/ Topogram / Sure view, axial and spiral. The SPR/Topogram length should be more than 1500mm long and the width shall be at least 500mm. It shall be possible to obtain the SPR/Topogram from anterior to posterior (AP) or posterior to anterior (PA) or left to right or right to left directions. r. It should be possible to mix spiral and axial mode.
- viii. The Topogram scan length should be more than 1000 mm long.
- ix. Mention the CT No. accuracy for water and air.

H. IMAGE QUALITY

- i. High Contrast Spatial Resolution: It should be 15 lines pair per cm or better (for 50cm FOV) maximum at 2% MTF. Specify the phantom used, Scan time, mA, Filter for image reconstruction, Scan field, dose and MTF.
- ii. Low Contrast Detectability: The low contrast resolution for
- iii. CATPHAN should be at least 5 mm or less with 20 cm CATPHAN phantom. Please specify CTDI.
- iv. Spiral Parameters: different selection of pitch should be possible, from 0.5 to 1.5 in increments of 0.1. Inter scan delay in different group of spiral should not be more than 5 seconds.
- v. The construction matrix must be 512 x 512 or higher.
- vi. Simultaneous scanning and reconstruction should be possible.
- vii. It should be possible to do simultaneous scanning and routine analysis, simultaneous scanning and archiving / or hard copying, simultaneous scanning and transfer to second console work station.
- viii. The CT number accuracy must be specified by the vendor.
- ix. The system must have automated mA control software to adjust with patient's parameters.
- x. The image area display matrix should be 1024 x1024.

- xi. The system should be capable of scanning, reconstruction, display, filming and image analysis of the current and previous scans. There should not be any delay in scanning or reconstruction when performed concurrently. Mention the reconstruction speed.
- xii. The operator console should have facility for MINIP, MIP, volume rendering and should be possible for diagnostic CT Imaging.
- xiii. A metal artifact reduction algorithm should be provided for image post processing.

I. COMPUTER SYSTEM OF CT-SCANNER

- i. Processor should be minimum 2.6 GHZ or better with storage capacity of 6 lakh images. Higher capacity disk will be preferred. RAM should be 32 GB or more.
- ii. Should have space for storage of raw data. Mention the storage capacity of image data.
- iii. The CT simulator system should be fully DICOM compliant. The DICOM should support the following:
 - (a) DICOM3.0Printserviceclassasauser.
 - (b) DICOM3.0Storageclassasauser.
 - (c) DICOM3.0Storageclassasaprovider.
 - (d) DICOM3.0Send/Receive.
 - (e) DICOM3.0Query/ Retrieve service class as user.
 - (f) DICOM3.0Query/ Retrieve service class as provider.
 - (g) DICOM Compliance statement must be provided.
 - (h) A bi-directional speaker communication system must be provided between the operator and the patient.

J. STANDARD SOFTWARES on Console/Workstation

- i. Complete scanning and evaluation software. g. Lung CT, Bone CT, CT Angiography, Virtual Endoscopies etc.
- ii. Virtual Simulation software.
- iii. 3-D surface shaded and 3-D volume rendering.
- iv. Automatic mA control software that automatically adjusts mA for patient size, adjusts mA along the z-axis and modulates mA during rotation
- v. Quantitative CT measurement tools should be provided.
- vi. 3D small volume analysis software for solitary nodules is desirable.

K. ESSENTIAL ACCESSORIES

- i. One unit computer controlled single head pressure injectors capable of injecting contrast media through intravenous cannulas or through peripherally inserted central catheters. Should be supplied along with 500 syringes.
- ii. A bi-directional high quality speaker communication must be provided between the operator and the patient.

L. External LASER SYSTEM

- i. The supplier should provide 3 static Green Lasers.
- ii. In addition to the external lasers, the CT–Scanner should have conventional in-built lasers for positioning the patient.

M. ENVIRONMENTALFACTORS

- i. The unit shall be capable of being stored continuously in ambient temperature
- ii. The unit shall be capable of operating in ambient temperature of 20- 25degree C and relative humidity of less than60%
- iii. Shall meet IEC-60601-1-2: 2001 (Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

N. POWER SUPPLY

- i. Should work on three phase 400 – 440V/ 50Hz Power to specify
- ii. Online UPS of suitable rating should be supplied for the complete system including Gantry, computer system, and monitors with atleast 30 minutes backup

O. STANDARDS, SAFETY, AND TRAINING

- i. The vendor has to provide 2 weeks onsite comprehensive training to radiation oncologists, medical physicists and radiotherapy technologists by Application Specialist for the CT Simulator at the time of installation.
- ii. Should be FDA, CE and AERB approved product.
- iii. Emergency-off buttons in the CT simulator room and control room should be provided.

P. DOCUMENTATION

- i. User/Technical/Maintenance manuals to be supplied in English.
- ii. Type Approval/ NOC certificate should be provided
- iii. Spare parts should be variable for atleast 10 years from date of supply

Q. CAUTION: COMPATIBILITY BETWEEN MEDICAL LINEAR ACCELERATORS AVAILABLE WITH THE END USER AND CT-SIMULATOR IS OF PARAMOUNT IMPORTANCE.

- i. Model offered should be compatible with all Teletherapy units available with the end user in all technical, mechanical and functional aspects.
- ii. System should have atleast 95% uptime during warranty and CMC
- iii. Operation manual should be provided.
- iv. The Comprehensive replacement Warranty for 3 years & CMC price next 7 years, which should include cost of labour, spares, entire equipment (including X-Ray tube).

R. 4D CT RESPIRATORY GATING AND TRIGGERING

- i. Respiratory gating hardware and software including IR camera, RPM device or equivalent, control computer, etc should be provided and seamlessly integrated for gating with phase sorting.
- ii. It should be possible to select a point in the respiratory cycle at which sequence images will be acquired.

S. TRAINING

- i. Onsite application training of two weeks should be provided for the staff of the Radiation Oncology Department.

U. TURNKEY WORKS: (Price to be quoted separately)

The purchaser will provide one suitable room of required dimensions for installing the CT scanner and also adjoining rooms of required size such as Equipment Room, Console Room, Patient Waiting Room, Change Room, and Reception. It is the responsibility of the supplier to provide and finish the interiors of the rooms in all respects for successful installation and commissioning of the equipment to the satisfaction of the purchaser.

This shall include everything required for successful commissioning but not limited to the following:

a. Civil Works:

- iii. Necessary civil works like platform, pedestals, etc., if any, required, shall be provided.
- iv. Flooring: Shall provide and lay anti-static flooring of 2 mm thick, manufactured by reputed standard manufacturers as per BS 2050-1978. Colour as per Purchaser's requirement.

b. False Ceiling:

- iii. Shall provide and fix false ceiling of Luxalon make (84R) with necessary fixing arrangements as per the manufacturer's specifications.
- iv. Colour as per the Purchaser's requirement.

c. Wall Tiles:

- iii. Walls up to the ceiling shall be provided with vitrified tiles of size 60cm x 60cm. Colour as per the Purchaser's requirement.
- iv. Radiation shielding of walls, doors, etc., as per AERB and BARC regulations.
The area of 1500 sq. ft. for each site will be considered for price evaluation purposes. However, the payment will be for the actual area of work done, and the payment will be made as per actuals.

d. Electrical Works (Lump Sum Cost):

- vii. The purchaser will provide the main incoming power at one point near the CT Scanner Room. The supplier shall supply and install the main incoming switch fuse unit from this point, separate lighting and power distribution boards, and lay distribution lines required for all items installed with the CT Scanner and electrical lighting for the main equipment and console room, patient waiting room, change room, etc.
- viii. Adequate safety measures in the electrical power supply system as per standards.
- ix. Dedicated isolated earthing as per standards.
- x. Floor trenches with wooden/concrete covers in blocks for the cables in the equipment room.
- xi. Necessary concealment with wire mesh/sheet metal at the cable entry/exit points, various openings in the equipment and electrical panels, etc., to make the system rodent/pest proof.
- xii. The cost per running metre of supply and laying of the main electrical power cable (95 sq mm 3½ core aluminium) from the main power supply point of the hospital panel board to the CT scanner incoming point should be quoted separately. Approx. 50 metres will be

considered for price evaluation purposes. However, the payment will be for the actual work done, and the payment will be made as per actuals.

e. Plumbing:

- iii. Required plumbing work shall be provided. Approx. 50 metres will be considered for price evaluation purposes. However, the payment will be for the actual work done, and the payment will be made as per actuals.
- iv. A 6-ton capacity AC (3x2-ton capacity) for the gantry and a 4-ton capacity AC (2x2-ton capacity) for the console room shall be provided for each CT scanner.

Note:

1. Bidders shall furnish technical compliance statement for the model quoted, details of manufacturer including deviations if any. Technical catalogue /data sheet shall also be furnished in support of technical compliance statement without fail.
2. Not demonstrating the equipment when requested by purchaser is a reason for rejection.
3. “Any breakdown resulting from a rodent issue will not be borne by the end user” and that it will be the responsibility of the supplier to prevent the entry of rodent inside the equipment.

SECTION VI-A: QUALIFICATION CRITERIA – REVISED

(Referred to in Clause 11.2 of ITB)

For determining the lowest-evaluated bid, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 11.2, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. Manufacturer Bidders

- (i) *The bidder must have manufactured and supplied satisfactorily the similar model **quoted** in each schedule of the Schedule of Requirements either directly or through of any other authorized dealer to the extent of at least 1 No. for Sl. No.1 & 2 under "Section – V, for Schedule of Requirements" in any one of the last five years **of which minimum 1 No. for Sl. No. 1 & 2 should have been supplied to Indian Institution** and should be in use satisfactorily with no adverse report for at least one year preceding the date of bid opening.*
- (ii) *The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.*
- (iii) *The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.*

2. Non- Manufacturer Bidders

*In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, **the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (1) above** (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and*

- a) *The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section XI] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and*
- b) *The bidder, as authorized by the manufacturer, must have supplied and provided after sales service to the extent of at least 1 No. for Sl. No. 1 & 2 of the quantities of **same make and similar model** in the Schedule of Requirements in any one of the last five (5) years **to Indian Institution**, which must be in satisfactory operation at least for one year on the date of bid opening.*

3. Common to Both Manufacturer and Bidder

(i) The information on past supplies and satisfactory performance should be given in the Proforma given under Section-X.

(ii) Documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably be furnished.

(iii) Data to support that the manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. For the non-manufacturer bidder data to support that he has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. Reports on financial standing shall be in the form of profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.,

a) The bidder should have a manufacturing capacity of at least 9 Nos. for Sl. No.1 and 3 nos. for Sl. No. 2 of similar capacity machines per annum certified by licensing authority/ chartered accountant.

b) The annual sales turnover for the bidder should be at least Rs.16.80 crores for Sl. No.1 and Rs.20 crores for Sl. No.2 in any one of the last three years (2022-2023, 2023-2024 and 2024-2025), and it should be certified by the chartered accountants.

c) The bidder should have a cash/ credit limit of Rs.4.20 crores for Sl. No.1 and Rs.5.00 crores for Sl. No.2 with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.

(iv) Further, the manufacturer should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 5 years prior to bid opening. In case of non-manufacturer bidders, this condition should be satisfied by the manufacturer of the product.

(v) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, poor maintenance, litigation history, or financial failures etc.

Note:

1) The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.

2) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:

- a. The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit confirming that the performance statement given is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end user certificate) in support of satisfactory completion of orders and function as stated above.”*
- b. The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct.*

SECTION VII: BID FORM AND PRICE SCHEDULES

Date:.....202
Contract No.....

To:

Gentlemen,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price (**including GST**) for the due performance of the Contract, in the form prescribed by the *Purchaser*.

We agree to abide by this bid for a period of(Number) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of 202..

Signature:
(in the Capacity of) :

Duly Authorized to sign bid for and on behalf of
.....

PRICE SCHEDULE – REVISED

1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
1	CT Simulator as per specification		6 Nos.								
2	4D CT Simulator as per specification		2 Nos.								

i. Unit price in (6) (Rs in words)

1. CT Simulator as per specification with HSN Code & rate of GST _____
2. 4D CT Simulator as per specification with HSN Code & rate of GST _____

ii. Comprehensive Annual Maintenance Charges for 7 years / per year (after 3 years warranty period)

1. CT Simulator as per specification with HSN Code & rate of GST _____
2. 4D CT Simulator as per specification with HSN Code & rate of GST _____

Note:

- In case of discrepancy between unit price and total price, the unit price shall prevail.**
- GST applicable for Annual Maintenance Charges shall be indicated separately.**
- The bidder should indicate the HSN code of the equipment/ service and applicable GST rates.**
- The bidder should quote for the prices separately from column 5(a) to 5(e) and should not state “as inclusive”.**

Place:

Signature of Bidder.....

Date:

Name

Business Address

SECTION VIII: CONTRACT FORM

SECTION VIII: CONTRACT FORM

THIS AGREEMENT made the day of, 20..... between (Name and Address of **Purchaser**) represented by the Managing Director (hereinafter “the **Purchaser**”) of one part and(Name and Address of Supplier) (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the **Purchaser**’s Notification of Award
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

S.No.	Brief Description of goods	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6

Total Value: 5 + 6

Delivery Schedule:

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

Signed, Sealed and Delivered by the

said (For the **Purchaser**)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

SECTION IX: PERFORMANCE SECURITY FORM

SECTION IX: PERFORMANCE SECURITY FORM & BG DETAILS

(Either e-BG or Manual BG incorporating the IFSC code with current Account Number of TNMSC are permitted)

To : _____ (Name of *Purchaser*)

WHEREAS (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Contract No..... dated, to supply (Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto 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 limit 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.

This guarantee is valid until the day of 200.

Signature and Seal of Guarantors

.....

.....

.....

Date 20

Address

.....

.....

BG DETAILS

Sl. No.	Description	
1.	Applicant Legal Constitution	Tamilnadu Medical Services Corporation Ltd.
2.	Beneficiary Legal Constitution	
3.	Beneficiary Incorporation Date	01.07.1994
4.	Beneficiary PAN No./NeSL ID (UIN)	AAACT3400E
5.	Applicant State for Stamp Duty	
6.	Beneficiary e-mail ID	1) equipment.tnmsc@tn.gov.in 2) ao.tnmsc@tn.gov.in
7.	Beneficiary Mobile No.	
8.	Beneficiary Bank IFSC Code	IOBA0000522
9.	Beneficiary Bank Account No.	052202000012158
10.	Beneficiary Bank	Indian Overseas Bank, No.44, Halls Road, Chennai 600008.

LIST OF SCHEDULED COMMERCIAL BANKS

	PUBLIC SECTOR BANKS		PRIVATE BANKS
1	State Bank of India	1	Axis Bank Ltd.
2	Bank of Baroda (Including Vijaya Bank and Dena Bank)	2	Catholic Syrian Bank Ltd.
3	Bank of India	3	City Union Bank Ltd.
4	Bank of Maharashtra	4	Development Credit Bank Ltd.
5	Canara Bank (Including Syndicate Bank)	5	Dhanlaxmi Bank Ltd.
6	Central Bank of India	6	Federal Bank Ltd.
7	Indian Bank (Including Allahabad Bank)	7	HDFC Bank Ltd.
8	Indian Overseas Bank	8	ICICI Bank Ltd.
9	Punjab National Bank (Including Oriental Bank of Commerce and United Bank of India)	9	Indusind Bank Ltd.
10	Punjab & Sind Bank	10	Jammu & Kashmir Bank Ltd.
11	Union Bank of India *Including Andhara Bank and Corporation Bank)	11	Karnataka Bank Ltd.
12	UCO Bank	12	Karur Vysya Bank Ltd.
		13	Kotak Mahindra Bank Ltd.
		14	Lakshmi Vilas Bank Ltd.
		15	Nainital Bank Ltd.
		16	Ratnakar Bank Ltd.
		17	South Indian Bank Ltd.
		18	Tamilnad Mercantile Bank Ltd.
		19	Yes Bank Ltd.
		20	Bandhan Bank
		21	IDFC Bank Ltd.
		22	IDBI Bank Ltd

FOREIGN BANKS			
1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	SocieteGenerale
4	Arab Bangladesh Bank Ltd. (AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd
13	China Trust Bank	35	Credit Suisse A.G
14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corpn. Ltd	41	Industrial & Commercial Bank of China
20	J.P. Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank

SECTION X: PERFORMANCE STATEMENT

(Please see Clause 11.2(b)
(ii) of Instructions to Bidders)

SECTION X

Proforma for Performance Statement (for a period of last five years)

Bid No.

Name of the Firm

Order placed by (Full Address of Purchaser) (1)	Order No. and Dated (2)	Description and Quantity of ordered equipment	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)
				As per Actual Contract		

Signature and Seal of the Bidder

.....

SECTION XI

(Please see Clause 11.2(a) of Instructions to Bidders)

MANUFACTURER’S AUTHORISATION FORM

No..... dated

To

.....
.....
.....

Dear Sir,

IFB No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorise M/s. _____ (Name and address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above IFB NO.

No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract (read with Special Conditions of Contract) for the goods offered for supply against this invitation for bid by the above firm.

In an unlikely event of any failure by the authorized bidder, we as the manufacturer will undertake the responsibility of honoring and executing directly as manufacturer, all the contractual commitments made by the authorized bidder, during the full contract period from the date of order / Letter of Acceptance (LOA), for supply, warranty and CAMC at the same rate and terms and conditions of order/LOA

Yours faithfully,

(Name)
for and on behalf of M/s. _____
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SECTION - XII
AFFIDAVIT

(In Rs.10 NJ Stamp Paper)

- 1) I _____ S/o. _____ residing at No. _____ proprietor / partner / Managing Director of _____ (Proprietary concern / Partnership firm / Company) carrying on business at No. _____ do hereby solemnly affirm and sincerely state as follows:-
- 2) I state that our concern / company participated in the tender Ref. for the _____ supply of _____ with Tamilnadu Medical Services Corporation ltd.,
- 3) Our concern / company had supplied _____ nos. of similar equipment for the hospitals detailed below and the same is considered by us to meet the post qualification criteria prescribed in the tender above.

Sl.no	Date of Invoice	Name of the Item and model	Name and address of Hospital / Institution supplied	Date of Installation *	Date of end user performance certificate *

- 4) I certify that the equipment supplied to the above hospitals are working well and being maintained by us. The complaints received from the hospitals are attended to on time as per the Annual Maintenance Contract entered between us.
- 5) The performance certificate, invoice copy and payment proof are attached for the above supply

Solemnly affirm at _____

Signed before me _____

Chennai on this _____

Day 20__ and signed in _____

my presents _____

(Notary Public)

** The period between the date of installation and date of end user performance certificate (Not installation certificate) should be more than one year on the date of bid opening.*

SECTION - XIII
DECLARATION

Certified that we _____ (Name of the bidder) is not subject to debarment or has not been sanctioned under the World Bank System of debarment and cross-debarment or any other procuring entity.

Date:

Signature of Bidder.....

Name

SECTION – XIV

GUIDELINES AND METHOD OF PAYMENT OF EARNEST MONEY DEPOSIT (BID SECURITY)

1. Tenderers (manufacturers) within the ambit of Domestic (Tamil Nadu) Micro and small Enterprises alone under MSME Act, 2006 are exempted from payment of EMD. Such tenderers shall upload relevant MSME UDYOG registration certificate for claiming exemption.
2. As per the available features in the tn-tender portal, the payment of EMD to the maximum amount alone is enabled. Theoretically all tenderers are required to effect payment for all listed equipment. However considering that if a tenderer desire to quote one equipment, specific exemption is permitted for payment of EMD as narrated below.

3. Single schedule tender:-

- a) Let us say the EMD for the equipment/item is **Rs. 1,00,000/-**, if the tenderer(s) is a Small or Micro enterprise located within the State of Tamil Nadu, such tenderer(s) shall avail total exemption by choosing the “Fixed” option and then entering the full amount of **Rs. 1,00,000/-** for claiming total exemption. Subsequently the tenderer should upload the supportive documents for availing the total exemption in the link provided.
- b) For all other categories of tenderers, EMD is not exempted and shall pay the EMD amount as indicated in Section V – Schedule of Requirements.

4. Multiple schedule tender:-

- a) Let us say there are 4 schedules and the total EMD for all the tendered equipment/items is **Rs. 10,00,000/-**
- b) If the tenderer(s) is a Small or Micro enterprise located within the State of Tamil Nadu, such tenderer(s) shall avail total exemption by choosing the “Fixed” option and then entering the full amount of **Rs.10,00,000/-** for claiming total exemption. Subsequently, the tenderer should upload the supportive documents for availing the total exemption in the link provided.
- a) For all other categories of tenderers, EMD is not exempted and shall pay the amount for all the equipment as indicated in Section V – Schedule of

Requirements.

- c) In case if the tenderer desires to quote only for 2 schedules whose total EMD is **Rs. 4.00 Lakhs**, then the tenderer shall avail **partial exemption** by choosing the “Fixed” option and then enter exemption amount of **Rs. 6.00 Lakhs** as claiming partial exemption. Upon seeking partial exemption the tenderer shall be directed to the payment gateway for the actual EMD amount of **Rs. 4.00 Lakhs**. Subsequently the tenderer should upload the supportive document, in which the bidder shall indicate the schedules for which EMD has been paid for availing the partial exemption in the link provided, as below

<i>The following are the details of equipment quoted in the tender</i>			
Ref No: _____			
<i>Sl. No.</i>	<i>Schedule No.</i>	<i>Name of the equipment</i>	<i>EMD Value (Rs. Ps.)</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>Total Value:</i>			

5. Then tenderers shall make the payment of EMD as provided in tender portal. The bidders shall refer to Bidders Manual Kit in tender portal <https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>, for eBG bid submission.
6. Any transaction charges levied while using any of the above modes of online payment has to be borne by the tenderer.
7. Tenderers are advised to complete the online payment (if applicable) for EMD well in advance at least two to three days in advance prior to the bid submission due date/time in order to avoid Server Traffic/Issues.
8. The tenderers bid will be evaluated only if payment status against tenderer is showing “Success” during bid opening.

Disclaimer: *Non submission of bids due to any reasons within due date / time following due process prevalent at that time in the portal shall be attributable solely on the tenderer. Neither National Informatics Centre (NIC) nor TNMSC Ltd., will be held responsible for the same in any manner.*

SECTION – XV

**Only e-Bank Guarantee is permitted
Form of Bid Security (Bank Guarantee)**

[*Guarantor letterhead or SWIFT identifier*

code] **Beneficiary:** [*Purchaser to insert its*

name and address] **Tender No.:** [*Purchaser*

to insert number of Invitation for Bids] **Date:**

[*insert date of issue*]

BID GUARANTEE No.: [*insert guarantee reference number*]

Guarantor: [*insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*name of the Bidder*] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of [*insert description of Contract*] under Loan Agreement No. [*insert Loan Agreement Number*].

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words, (insert amount in figures)*] upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement; or (ii) fails to furnish the Performance Security in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) sixty (60) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]