Tender Ref. No. : 258(R1)/EQP/CGMSC/2026-27, Dt : 19/06/2026
e-proc NIT No. 193781



CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.
(A Government of Chhattisgarh Undertaking)
C.G. Housing Board, Commercial Complex, 4th Floor
South East Corner, Sector – 27, Nava Raipur 492015
CIN: U85110CT2010SGC022089
Website: https://www.cgmsc.gov.in
email: equipment.cgmsc@gov.in

e – Tender For The Supply Of LINAC Machine For CIMS CANCER INSTITUTE, Bilaspur, (C.G.)
(3rd Call)

FINANCIAL YEAR 2026-27

LAST DATE FOR ONLINE SUBMISSION OF TENDER:
26/06/2026, Time: 05:00 PM

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

(A Government of Chhattisgarh Undertaking)

C.G. Housing Board, Commercial Complex, 4th Floor, South East Corner, Sector – 27, Nava Raipur 492015

Email: equipment.cgmsc@gov.in;

e –Tender For The Supply Of LINAC Machine For CIMS CANCER INSTITUTE, Bilaspur, (C.G.)

TENDER REFERENCE	**:Ref. No: 258 (R1) /EQP/CGMSCL/2026-27, Dt :19/06/2026**
TENDER WEB SITE	: www.eproc.cgstate.gov.in
DATE OF TENDER UPLOAD	: **19/06/2026**
STARTING DATE OF ONLINE BID SUBMISSION	: **19/06/2026**
TIME AND DATE OF PRE-BID MEETING	: **22/06/2026**,11:00 Hrs (IST)
VENUE FORPRE-BID MEETING	**:** Chhattisgarh Medical Services Corporation Ltd., C.G.Housing Board, Commercial Complex, 4th Floor South East Corner, Sector – 27, Nava Raipur – Email id:- equipment.cgmsc@gov.in;
LAST DATE AND TIME FOR SUBMISSION OF QUERIES CLARIFICATION	: **23/06/2026**,17:00 Hrs (IST) (**After stipulated time period no query & clarification will be entertained**).
LAST DATE AND TIME FOR SUBMISSIONOF TENDER	**: 26/06/2026**,17:30 Hrs (IST)
PLACE OF OPENING OF TENDER	: Online on: www.eproc.cgstate.gov.in
ADDRESS FOR COMMUNCATION	: Chhattisgarh Medical Services Corporation Ltd., C.G.Housing Board, Commercial Complex, 4th Floor South East Corner, Sector – 27, Nava Raipur -492015 equipment.cgmsc@gov.in
TENDE RPROCESSING FEES	: ₹ 5000/-(Non-Refundable)

INDEX

S.No	Section	Topic
1	Section I	a) Description, Directive and Abbreviation
2	Section I	b) Eligibility of Bidder
3	SectionII	Instruction to Bidders
4	Section III	Conditions of Contract
List of Annexures		
5	Annexure-01	General Information About The Bidder
6	Annexure-02	Format for Submitting List of Items For Which Bid Is Quoted
7	Annexure-03	Manufacturer's Offer Form
8	Annexure-04	Manufacturer's Authorization Form
9	Annexure-05	Power Of Attorney
10	Annexure-06	Details Of Nearest Local/Authorized Service Centre
11	Annexure-07	Declaration Form
12	Annexure-08	Pre-Contract Integrity Pact
13	Annexure-09	Turnover Certificate
14	Annexure-10	Bank Details
15	Annexure-11	CA/CS Certificate of 100% Subsidiary
16	Annexure-12	Self-Declaration
17	Annexure-13	Product Specification Compliance
18	Annexure-14	Cover C Part A,B&C
19	Annexure-15	Consignee Receipt Certificate
20	Annexure-16	Consignee Receipt Cum Installation Report
21	Annexure-17	Calibration Check List
22	Annexure-18	CGMSC Logo & Equipment Identification Stickers
23	Annexure-19	Warranty Certificate
24	Annexure-20	Site Not Ready Consignment Receipt Form
25	Annexure-21	Site Readiness /Confirmation Form
26	Annexure-22	Performance Certificate
27	Annexure-23	Sample for Price Evaluation
28	Annexure-24	Information & Instructions To The Bidders For online Electronic Chhattisgarh Government Procurement System (EGPS)
29	Annexure-25	Check List
30	Annexure-26	Schedule Of Requirement
31	Annexure-27	Specification

Section I

DESCRIPTION, DIRECTIVE &ABBREVIATIONS

The Managing Director, Chhattisgarh Medical Services Corporation Limited, C.G. Housing Board, 492015 (hereinafter referred as Tender Inviting Authority/Purchaser unless the context Commercial Complex, 4th Floor, South East Corner, Sector – 27, Nava Raipur otherwise requires) invites. **e – Tender For The Supply Of LINAC Machine For Pt. JNM Government Medical College and Hospital , Raipur-C.G**

1.	Purchaser	:	Chhattisgarh Medical Services Corporation Limited (CGMSCL), Raipur, Chhattisgarh, India
2.	Consignee	:	Will be mentioned in the purchase order.
3.	TIA (Tender Inviting Authority)	:	CGMSCL
4.	Bidder/Tenderer	:	Participants in Tender process for supply of goods.
5.	Supplier	:	Successful Bidder to whom the contract is awarded.
6.	Language of Bid	:	English
7.	List of Items	:	List of Items. Detailed in Annexure –26 (Schedule of requirements)
8.	**EMD & Tender Processing Fees**	**:**	**As per amount indicated in Annexure-26 (NEFT/RTGS) & ₹ 5,000/- (NEFT/RTGS)(Non-Refundable)**
9.	Tender System	:	3 cover system Cover – A: EMD & Prequalification, Cover – B: Technical Bid (along with demonstration) Cover – C: Price Bid
10.	Schedule of events	:	As per online tender time schedule (Key dates) on www.eproc.cgstate.gov.in
11.	Address for communication	:	C.G. Housing Board, Commercial Complex, 4th Floor, South East, Corner, Sector – 27, Nava Raipur-492015 and Email Id:- equipment.cgmsc@gov.in

Note:1. ***Bidders shall be solely responsible for checking these websites for any addendum/amendment, evaluation of covers or any clarifications issued subsequently, to the bid document and take into consideration the same while preparing and submitting the bid and further proceedings.***

2. ***E-procurement fee (convenience fee charged by e-proc site of CG state) is required to be paid additionally while participating for a tender (it should not be considered as part of tender processing fee).***

ABBREVATIONS

CGMSC	:	Chhattisgarh Medical Service Corporation
EMD	:	Earnest Money Deposit
MD	:	Managing Director
TIA	:	Tender inviting authority
UCP	:	Ultimate cost to Purchaser
ISI	:	Indian Standards Institute
US-FDA	:	United State Food and Drug Administration
BIS	:	Bureau of Indian standards
IEC	:	International Electro technical Commission
IS	:	International Standard for Electronic Medical Equipment
ISO	:	International Organization for Standardization.
DQ	:	Design Qualification
IQ	:	Installation Qualification
OQ	:	Operational Qualification
PQ	:	Performance Qualification
CMC	:	Comprehensive Maintenance Contract
CDSCO	:	Central Drugs Standard Control Organization
BME	:	Bio-Medical Engineer
CS	:	Civil Surgeon
CMHO	:	Chief Medical & Health Officer
MO	:	Medical Officer
RMA	:	Rural Medical Assistant
WHO GMP:		World Health Organization Good Manufacturing Practices
RTGS	:	Real-Time Gross Settlement
BG	:	Bank Guarantee
FDR	:	Fixed Deposit Receipt
MDR	:	Medical Device Rule
UDIN	:	Unique Document Identification Number
NEFT	:	National Electronic Fund Transfer
OEM	:	Original Equipment Manufacturer
NPV	:	Net Present Value
PO	:	Purchase Order
LD	:	Liquidated Damage
EMIS	:	Equipment Management Information System

ELIGIBILITY OF BIDDER

ELIGIBILITY CRITERIA

1. **For Manufacturers:**

   i. Having valid Manufacturing license (Self-declarations and/or other documents issued on basis of self-declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) and all other applicable license(s)/certificate(s) for item/items quoted.

   ii. Should be in the business of supply and installation of medical equipment for the 02 years within India.

   iii. Having average annual turnover (from Medical Equipment) of:

   - ₹ 09 Crore or more in last three (03) financial years as mentioned in Annexure-09.
   - Turnover criteria mentioned above is not applicable for registered startup units established in Chhattisgarh, as per the State's notified start-up policy and rules.

   iv. Who have been blacklisted or debarred by any state government, central government or any other government department/organization should not participate in the tender during the period of blacklisting/debarment. In case of such blacklisting/debarring happening after date of participation in the tender and before award of contract, such information must be immediately brought to the notice of TIA and will render such bidder ineligible for further consideration in the tender process.

   v. Having Authorized Service Center who have the capacity to provide service and attend repairs within the time mentioned as per after sales service conditions.

   vi. **Circular F.No. 29/Misc/03/2022-DC (257), Dated: 30-09-2022** Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare **will be applicable.**

   vii. **Circular F.No. 29/Misc/03/2022-DC (94), Dated: 12-04-2023** Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare **will be applicable.**

For imported products only: Authorized Distributor/100% Subsidiaries of original Manufacturers:

   i. Having authorization (in letterhead of OEM or 100% Subsidiary only) from the original manufacturer or 100% subsidiary.

   ii. Should be in the business of supply and installation of medical equipment for the 02 years within India.

   iii. Having valid Import-Export Certificate.

   iv. Having Average annual turnover (from Medical Equipment) of 07 Crore or more in last three (03) financial years as mentioned in Annexure-09.

   v. Who have been blacklisted or debarred by any state government, central government or any other

government department/organization should not participate in the tender during the period of blacklisting/debarment. In case of such blacklisting /debarring happening after date of participation in the tender and before award of contract, such information must be immediately brought to the notice of TIA and will render such bidder ineligible for further consideration in the tender process.

vi. Having Authorized Service Center that has the capacity to provide full service and attend to all repairs within the time mentioned as per after sales service conditions.

vii. **Circular F.No. 29/Misc/03/2022-DC (257), Dated: 30-09-2022** Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare **will be applicable.**

viii. **Circular F.No. 29/Misc/03/2022-DC (94), Dated: 12-04-2023** Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare **will be applicable.**

Note: **All required certificates (original clear scanned PDF copies) which are legally necessary, whether mentioned in tender specification/documents or not, must be uploaded mandatorily, failing which shall lead to rejection.**

Section II

INSTRUCTION TOBIDDERS

TABLE OF CLAUSES

Clause Number	Clause Name
1.	Tender Processing Fee (TPF)&EMD
2.	Validity Of Bid
3.	Contract Security
4.	Clarification on bidding document
5.	Amendment in bidding document
6.	Tender process
7.	Award of Contract
8.	Performance Guarantee
9.	Warranty/Defects liability period
	a. Other important instruction
	b. Blacklisting

INSTRUCTION TOBIDDERS

Bidders are advised to carefully read the tender documents multiple times to avoid any confusion. It is also important to note that each tender document is unique, with its own set of conditions/specifications, due to which there may be changes in this document compared to previously issued tenders by the Corporation. So, it is advisable to read this document in its entirety and fill in bid accordingly.

1. TENDER PROCESSING FEE (TPF) & EARNEST MONEY DEPOSIT (EMD)

Tender processing Fee and EMD may be submitted combined and only on UTR receipt is to be uploaded.

[Ex. EMD Rs. 5000/- for equipment A, Rs. 4000/- per equipment B, Rs 3000/- for equipment C, Rs. 2000/- equipment D etc. and tender processing fee Rs. 5000/- if the bidder is quoted for equipment A and equipment C, then he will have to deposit Rs. 13000/- (ie 5000+ 3000+ 5000)] in case of EMD exemption only Tender Processing Fee has to be submitted.

1. The tender processing fee of ₹ 5,000/- has to be deposited by ALL the bidders.
2. There is no exemption from tender processing fee whatsoever.
3. Once a bid is submitted, then the tender processing fee is non-refundable.

EMD acts as a safeguard against bidder's withdrawing/altering its bid during the bid validity period. EMD (or Bid Security) is a must for all bidders, except for those exempted by competent authority in the government of Chhattisgarh. However, the bidder needs to provide sufficient documentary evidence in support of such claimed exemption at the time of tender document submission, to avail of the same.

Submission of Earnest Money Deposit

The earnest money should be submitted by way of NEFT/ RTGS.

Details of Account for NEFT/RTGS Payment:

Account Name: **CGMSC Ltd Equipment Procurement Account**

Account No: **540901010050669**

Bank Name: **Union Bank of India, Shankar Nagar Branch, Raipur. CG**

IFSC/RTGS code: **UBIN0554090**

NOTE: Fund should be transferred through NEFT /RTGS from bidder's account. Non-compliance of the same shall lead to rejection of bid.

- **Refund of Earnest Money Deposit**

The EMD without interest shall be refunded when bidder is declared "not eligible" or "not selected" at any stage of tender evaluation.

- **Forfeiture of Earnest Money Deposit**

The EMD shall be forfeited in the following circumstances:

1. If any document / information provided by the bidder in support of its eligibility is found to be false or misleading or forged.
2. If the bidder withdraws from the bid after submitting the bid.
3. In case of any bidder who withdraws wholly or in part, after participating in the tender either fully or partially.
4. If the successful bidder fails to sign the contract after communication of being L1.

2. VALIDITY OF BID

The bid shall be valid for a period of **180 days** from the date of opening of Cover-A (Technical Bid).

3. CONTRACT SECURITY

Contract security acts as a safeguard against successful bidder's withdrawing/altering/breaching its contract during the contract period. The EMD of successful bidder(s) will be automatically treated as contract security, from the moment of declaration of successful bidder(s). If successful bidder(s) wishes to submit this contract security in the form of a BG/FDR, then they can do so and after submission of such equivalent value of BG/FDR, earlier deposited EMD amount shall be released by CGMSC. Contract Security shall be refunded /returned up to the extent of submission of performance guarantee against Purchase Order or after completion of contract period, whichever is earlier. If the successful bidder breaches/withdraws/alters obligations during contract period and or fails to furnish performance guarantee within the stipulated period after issuance of any purchase order, then contract security as available, shall be forfeited.

4. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bids. A pre-bid meeting is scheduled at CGMSC office, Nava Raipur on the date mentioned in tender notice.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised up to that stage. Tender inviting authority reserves the right to take decision on nature and extent of amendments required.

5. AMENDMENT IN BIDDING DOCUMENTS

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. All such amendments will be made available on tender website.

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.

6. TENDER PROCESS

The tender process will be of 3 cover system, consisting:

Cover – A: EMD, Tender Fee & Prequalification

Cover – B: Technical Bid (along with demonstration)

Cover – C: Price Bid

A. Requirements of Cover-A:

➢ For Manufacturers

a. Copy of RTGS/NEFT Receipt along with UTR Number for submission of tender processing fee and EMD / Proof regarding exemption of EMD (color scanned copy of original only).
b. General Information of the bidder with contact detail (As per Annexure-01)
c. List of items for which bid is quoted (As per Annexure-02)
d. Scanned copy of original valid Manufacturing License (Self-declarations and/or other documents issued on basis of self-declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) for item/items quoted.
e. Scanned copy of original valid Cert. (USFDA certificate/ European CE/ BIS or Certificates mentioned in technical specifications) issued by appropriate authority mentioning address of manufacturer.
f. Manufacturer's offer form as per Annexure-03 along with power of attorney (as per Annexure-05) in favor of signatory of above Manufacturer's offer form.
g. Details of nearest Authorized Service Center (As per Annexure-06).
h. Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per Annexure-07)
i. Bidder should submit duly filled & attested, Pre-contract Integrity Pact. (Annexure-08)
j. Turnover certificate as per Annexure-09 (UDIN is mandatory).
k. GST Registration certificate and copy of GST return of at least 01 month out of the last 03 months from the published date of tender.
l. Bank Details (Annexure-10)
m. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of same/similar equipment(s) category as offered.
n. Circular F.No. 29/Misc/03/2022-DC (257), Dated: 30-09-2022 Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare will be applicable.
o. Circular F.No. 29/Misc/03/2022-DC (94), Dated: 12-04-2023 Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare will be applicable.
p. Other relevant certificates/documents (if applicable)

➢ For Authorized Distributors/100% Subsidiary

a. Copy of RTGS/NEFT Receipt along with UTR Number for submission of tender processing fee and EMD / Proof regarding exemption of EMD (color scanned copy of original only).

b. General Information of the bidder with contact detail (as per Annexure-01)

c. List of items for which bid is quoted (as per Annexure-02)

d. Scanned Copy of OEM's valid manufacturing license/certificate (Self-declarations and/or other documents issued on basis of self-declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license), & scanned copy of original valid Cert. (USFDA certificate/ European CE/ BIS or Certificates mentioned in technical specifications) issued by appropriate authority mentioning address of manufacturer.

e. Manufacturer's Authorization form (as per Annexure-04)

f. Details of nearest Local/Authorized Service Center (as per Annexure-06).

g. Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per Annexure-07)

h. In case of 100% subsidiary company, CA/CS certificate (having UDIN) confirming 100% subsidiary status (Annexure-11)

i. Bidder should submit duly filled & attested, Pre-contract Integrity Pact. (As per Annexure-08)

j. Scanned Copy of Import Export Certificate.

k. Turnover certificate as per Annexure-09 (UDIN is mandatory).

l. GST Registration certificate and copy of GST return of at least 01 month out of the last 03 months from the published date of tender.

m. Bank Details (Annexure-10)

n. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years (for the years mentioned in Annexure-09) in the business of the supply and installation of same/similar equipment(s) category as offered**.**

o. Self-declaration as authorized for this tender as per Annexure-12 (Indicate Item name and model too).

p. Circular F.No. 29/Misc/03/2022-DC (257), Dated: 30-09-2022 Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare will be applicable.

q. Circular F.No. 29/Misc/03/2022-DC (94), Dated: 12-04-2023 Central Drug Standard Control Organization Government of India Ministry of Health and Family Welfare will be applicable.

r. Other relevant certificates/documents (if applicable)

NOTE:-

1. **Any document which requires CA/CS certification should contain UDIN**
2. **Clear color Scanned copies of original documents are to be uploaded in PDF format only. No other format will be entertained in any manner whatsoever.**
3. **Self-attested copy of English translation must also be uploaded along with relevant document with respect to all the documents having language other than English/Hindi.**
4. **Based on documents submitted/uploaded by bidder on E-procurement site, Cover A will be evaluated & a *DAWA APATTI* (Claims& Objections) notice will be published on CGMSC WEBSITE for clarification from ineligible bidders. The clarification by bidder can be submitted in email: equipment.cgmsc@gov.in; or by letter to TIA till stipulated date & time mentioned in the *DAWA APATTI* notice.It must be noted that no any new documents will be accepted/ replaced in any manner whatsoever. Only clarification letter or responses against historical documents may be accepted.**

*** Note:- Historical document :-** *During the clarification stage, bidders may be permitted to submit historical documents only. Historical documents shall mean those documents which were in existence prior to the bid submission deadline and support the information already submitted in the bid.* ***No new document that changes the qualification status of the bidder shall be accepted after bid submission.***

B. Requirements of Cover B:

a. Make and model of the equipment (mandatory)

b. Brochure/Leaflet/Literature/Manual

c. Technical data sheet of the model quoted (required parameters highlighted by marker)

d. US-FDA/CDSCO/Other relevant Certificates mentioned in eligibility criteria/Specification of tender document indicating Quoted Model.

e. Valid CPCB Clearance/AERB clearance or any other statutory certificate for Item (Model)quoted as necessary (Whether asked or not in bid document) (if applicable)

f. Product specification in specified column of Annexure–13. Suppliers/Bidders have to give technical compliance statement for each clause of tender specification in the form of Yes or No. Any deviation should also be mentioned clearly in the tabular form. Bidders should avoid writing words/phrases like, 'As per compliance', 'complied/comply', 'as per tender specification' or copy and pasting of tender specification as it is without mentioning any deviation (If any).

g. Supplier must specify clearly on their OEM letter head whether the equipment is open/closed system (This is for information only).

h. In case of any extra/additional features (as compared to specifications asked for in the tender) and/or uses of the equipment, they may be separately mentioned. However, no separate/extra cost considerations will be allowed for them.

Note: -

1. **Physical verification of equipment will be part of technical evaluation, only satisfactory items will be considered for price bid/financial offer.**
2. **Scanned copies of original documents are to be uploaded in PDF format only.**

C. Requirements of Cover C:

a. Ultimate cost to the purchaser with break-up (to be filled online) as per Annexure-14 Part A & C.

b. L1 rate will be decided on the basis of NPV (As per Illustration-I in Annexure-23)

c. Cost of Essential Consumable/ Accessories: The supplier should draw up a cost of high usage and high value item/components and Essential Consumable/ Accessories along with estimated quantities of usage in the initial period of the operation. The Essential Consumable/ Accessories, unit price and quantities shall be submitted by the bidder and indicated separately.

d. Essential accessory for operating the equipment must be mentioned clearly in technical bid Annexure-14(Part B) and its rate must be included in the rates of the equipment in price bid. If no mention of such essential accessories is made in Annexure-14 (Part B) it will be presumed that the cost of essential accessories is included in price bid and they cannot be introduced nor will be entertained, anytime in the future.

e. If the basic price and/ or CMC are/is left blank, then the price bid will not be considered for evaluation and will lead to rejection.

f. If offered value of CMC is less than or equal to one, then on completion of warranty period, the equipment shall by default enter into CMC without executing any agreement either by CGMSCL or by user institution.

Note:

1. **Annexure -14 Part-A&C are mandatory for all equipment. If Annexure -14 Part A & C found to be empty as per above condition, price bid will be treated as Invalid.**
2. **Final value for price evaluation shall be decided on the basis of basic rate of equipment and CMC rates as per Annexure-23.**

Rate Matching

This measure is to ensure continuity of supply, in case of non-performance by L1. When L1 has been discovered, all eligible bidders will be allowed to match L1 rates, within a period of 10 days of such discovery being made public. Such matching by non-L1 eligible bidders does not guarantee any supply order(s) to them. Only in the event of L1 failing to perform supply obligations as per tender, TIA may cancel such order to L1 (and initiate proceedings against such L1, as per tender terms) and place same order to next chronological L_n who offered to match L1 rate, as above mentioned (n=02,03,04, 05…….)

Note: The list of documents mentioned above is only indicative in nature; the bidder should upload all other documents which may be asked by the TIA. Color Scan copy of original documents is to be uploaded in PDF format only in specific template available in tender website.

Evaluation Process

The bidders meeting all criteria of Cover A will be qualified for evaluation of Cover B (Technical Bid). Price bid Cover C (of qualified bidder) will be opened only for those items of any bidder that are deemed satisfactory and responsive during technical evaluation and physical demonstration at purchaser's site or bidder's site as deemed suitable. Price comparison will be done on basis of final value that includes cost of equipment, CMC as per Annexure-23.

Infirmity/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post/website notification

etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point of issue in clear terms, then that bidder shall be rejected.

7. AWARD OF CONTRACT

Award Criteria

Purchaser shall award the Contract to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, subject to the bidder agreeing to all terms and conditions of the tender.

Note:

No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid, in addition to other applicable legal liability.

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

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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

Issue of notification of award

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. Prior to the expiration of the period of bid validity; the Purchaser will notify the successful Bidder in writing by e-mail and/or by Post. The bidder shall, within 10 days of issue of the Notification of Award; given his acceptance along with agreement document (which itself must be in conformity with the bid document). In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

8. PERFORMANCE GUARANTEE

1. Performance guarantee acts as a safeguard against unsatisfactory performance or violation of contract by the supplier. Performance guarantee shall be solicited from all successful bidders. Performance guarantee shall be an amount of (three) 3% of the PO value in the form of BG/FDR/NEFT/RTGS.
2. (A) Performance guarantee is to be furnished within 21 days from the date of receipt of the Purchase order and it should remain valid for a period of 180 days beyond the date of completion of all contractual obligations of the supplier, including warranty.

   (B) If CMC is executed (when the user demands) then a separate performance guarantee is to be furnished on annual basis within 21 days from the date of receipt of the work order and it should remain valid for a period of 180 days beyond the date of completion (of all contractual obligations of the supplier) of the CMC.
3. Performance guarantee will be forfeited and the supplier will be black listed if the supplier is found to be not providing services of Bi-annual preventive maintenance and SOS breakdown during warranty and CMC (if CMC is executed by user department). Copy of all preventive maintenance certificates must be submitted in timely manner to User Department (for warranty period definitely and for CMC, if executed) and as and when asked by CGMSCL (for

warranty period only).

4. In case of consumables if purchase order is raised, then the supplier shall furnish a security deposit for (three)3% of the purchase order value within 21 days from the date of receipt of the purchase order and it should remain valid for a period of 180 days beyond contractual obligations.
5. If Performance guarantee/Security deposit not submitted within 21 days of receiving of purchase order/work order than the purchase order/work order shall be automatically cancelled and an amount of (three) 3% of the value of cancelled work/purchase order shall be forfeited from the existing EMD/SD.
6. In case of breach of contract by the supplier, the performance guarantee is to be forfeited. If the supplier duly performs and completes the contract in all respects, then the performance guarantee without any interest shall be returned to the supplier, on completion of all such obligations under the contract.

9. WARRANTY/DEFECTS LIABILITY PERIOD

1. The Supplier shall indicate clearly the free guarantee maintenance of the whole system including essential accessories supplied and the same should not be less than 05 (Five) years.
2. The supplier shall warrant comprehensively that the equipment supplied under the contract is new, unused and incorporate all recent improvements in design and materials. All losses due to defects resulting from faulty design, materials and workmanship during the warranty period 05 years shall be compensated by the supplier.
3. In case of any defects detected in items under warranty, the users shall notify TIA/supplier about the same. TIA/user shall promptly notify the supplier in writing for any claims arising from such defects. The complaint shall be attended in 48 hrs remotely/with site visit. The defect/breakdown should be repaired/rectified as soon as possible ensuring 95% uptime annually (Maximum 18 Days downtime allowed).
4. During the period of warranty and Comprehensive Maintenance Contract, the supplier shall replace all defective parts of the equipment and its accessories and attend to all repairs/break downs. The cost of all spare parts and other expenditure for all replacements has to be borne by the supplier during this period.
5. It is mandatory to provide warranty certificate as per Annexure-19. No other format will be accepted / entertained.
6. The cost of labor for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc. wherever applicable and also the accessories and other devices supplied along with the equipment's like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc., which forms part of the equipment system, without which it cannot perform satisfactorily.

a. OTHER IMPORTANT INSTRUCTIONS

1. The purchaser shall have all rights to modify, add, subtract any term(s) and condition(s) of the tender

during any time of tender process, which shall be communicated to the bidder online.

2. No modification should be done by the bidder in the name of item, and in the specifications / grade / quality / packing of the item given in the enquiry document. All information asked / required including specification available in offered models should be mentioned clearly. Additional specifications / features if any available in the offered models shall be provided in Annexure-13
3. The place of supply shall be given in the purchase order by the purchaser to the bidder after award of tender to the bidder.
4. The supplier shall also confirm Demonstration and Training to the person concerned at the user and CGMSC office if required at no extra cost.
5. **Deleted.**
6. Apart from the penal actions mentioned in the conditions of contract, if the successful bidder fails to undertake the contract, the bidder is liable for all damages sustained by CGMSC by reasons of breach, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned.
7. Successful bidder must provide training to Staff from time to time during warranty period. Periodic maintenance must be done on Bi-annual preventive maintenance and SOS breakdown. One copy (each) of maintenance report must be submitted to user department/BME & as and when required by CGMSC.
8. If any item(s) supplied by the bidder have been partially or wholly used after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for usage, then the contract price or prices of such item(s) shall be recovered from the bidder, if payment has already been made to him.
9. Bidders are advised and required to go through Annexure-24, for guidance regarding online filling and submission of tender documents.
10. Supplier shall submit an undertaking (in bidder's letter head) for the uninterrupted supply of adequate spares Parts/Accessories/Consumables for at least a period of 10 years.
11. Samples submitted / demonstrated by eligible bidders will be evaluated by a technical committee. Only selected samples/models will be considered for price comparison and further process. The successful bidder has to supply items exact to the samples submitted / demonstrated. In case of the demonstration of item is to be done at bidder's site, all travel and accommodation of technical team will be arranged and borne by the bidder.
12. In case the equipment/item installed by the bidder does not meet the specifications of quoted equipment/item, the purchaser shall have all rights to cancel the equipment/item's purchase order, and the bidder shall be responsible to take back the installed equipment/item at his/her own cost after getting the order from purchaser.
13. The supplier has to ensure minimum bi-annual preventive maintenance and SOS breakdown of supplied items up to completion of warranty/CMC period at no extra cost.

14. In all the above conditions the decision of the TIA or any officer authorized by TIA shall be final and binding.
15. If the supplier fails to give demonstration on dates given/ intimated by CGMSC, bid for non-demonstrated item maybe rejected.
16. Tender Inviting Authority will be the final authority for any changes in tender terms.

b. Blacklisting:

1. **Any bidder who withdraws his bid after last date of bid submission in any manner, either fully or partially, will be liable to be blacklisted in respect of the item(s) withdrawn, for a period of 03 years from the date of issuance of such blacklisting order by CGMSC, in addition to forfeiture of the security deposit/EMD and other legal liabilities.**
2. Any bidder, who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid or procure purchase order then they shall be liable for blacklisting for a period of 03 years. The bidder will also be liable for other legal action depending upon the facts & circumstances of the case.
3. If supplier fails to supply up to 80% items in 02 purchase orders (of same item), then performance guarantee of such supplier will be forfeited in respect of such under-supplied item(s). The supplier will also be liable for other legal action depending upon the facts & circumstances of the case.
4. Any successful bidder after declaration as L1 Bidder or after entering into an agreement with CGMSCL, withdraws or fails to honor commitments as per bid conditions, then Performance guarantee of such bidder will be forfeited and they shall be liable for legal action in respect of such item(s).
5. If any supplier after supplying and installing the ordered quantity, fails to provide after-sales service and/or maintenance during warranty and CMC period as per tender conditions, then performance guarantee of such supplier will be forfeited. The expense of the maintenance (for the period they were committed to, as per the tender clauses) shall also be recoverable from them.
6. **In case a supplier/bidder is blacklisted for any reasons, then it will be responsibility (arising out of Annexure 04) of the OEM (in case of Indian Manufacturer) or the Indian Affiliate of OEM (in case of Imported Equipment) to provide repair services, maintenance and parts during warranty and CMC period, as per tender terms and conditions. If it fails to discharge such responsibility then it will lead to blacklisting of the responsible entity for 03 years.**
7. Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken to blacklist, but all strict quality checks shall be observed for each supply of products.
8. The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under any other law of the land. CGMSC will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other State government/Central

government and its equipment procurement agencies, including respective Govt./regulatory stakeholders where the company or firm is located.

Procedure for Blacklisting

1. Before Blacklisting, a show cause notice shall be issued to the supplier calling for explanation. In case of non-reply within timeframe specified in such notice, or in case of unsatisfactory reply, then the Managing Director, CGMSCL may take appropriate action on merits of the case and impose penalty, including blacklisting.
2. If a particular equipment of the supplier has been blacklisted, the supplier is not eligible to participate in any of the tenders for that particular equipment floated by the CGMSC until the period of blacklisting is over.
3. If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the CGMSCL until the period of blacklisting is over.
4. In all the cases, decision of the Managing Director CGMSC Ltd will be conclusive and final and binding on the suppliers.

In all the above conditions the decision of the TIA or any officer authorized by TIA shall be final and binding.

Section III

CONDITIONS OFCONTRACT

TABLE OF CLAUSES	
Clause No.	**Clause Name**
1.	Definitions
2.	Standards
3.	Use of Contract Documents and Information
4.	Patent Rights
5.	Inspection and Tests
6.	Packing
7.	Supply Conditions
8.	Liquidated Damage
9.	CGMSC Logo & Equipment Identification Sticker Packaging Details
10.	Delivery & Documents
11.	Training
12.	Transportation, Insurance
13	Payment Terms
14.	Prices
15.	Changes in Orders
16.	Force Majeure
17.	Termination for Default
18.	Termination for Insolvency
19.	Termination for Convenience
20.	Resolution of Disputes
21.	Jurisdiction
22.	Governing Language
23.	Notices
24.	Taxes and Duties
25.	Fraud and corruption
26.	Comprehensive Maintenance Cost
27.	After Sales and Service Conditions
28.	Penalty for Service During Warranty/CMC Period
29..	Fall Clause

CONDITIONS OFCONTRACT

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

(a) "**The Purchaser**" means the Chhattisgarh Medical Services Corporation Limited (CGMSC), the organization purchasing the Goods.

(b) "**The Bidder/Tenderer**" means the individual or firm who participates in the tender and submits its bid.

(c) "**Days**" means calendar days.

(d) "**CC**" means Conditions of Contract.

(e) "**The Supplier**" means the individual or firm supplying the goods and Services under the contract.

(f) "**The Goods**" means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

(g) "**Services**" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.

(h) "**End User**" means the consignees stated in the Schedule of Requirements.

(i) "**The Notification of Award**" means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.

(j) "**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 the appendices thereto and all documents incorporated by reference there in.

(k) "**The Contract Price**" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-27 and when no applicable standard is mentioned, then conform to the authoritative standard appropriate to the Goods' Country of origin and such standards shall be latest issued by concerned Institution.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

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 the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as so far as may be necessary for purposes of such performance.

4. PATENT RIGHTS

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.

5. INSPECTIONS AND TESTS

The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedule for their conformity to the specifications. **Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets shall be furnished to the inspectors at no charge to the purchaser.**

6. PACKING

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 theContract.

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. Purchaser :
ii. Contact No. :
iii. Supplier Name :
iv. Packing List Reference Number :

7. SUPPLY CONDITIONS

The entire ordered quantity shall be supplied (installed and commissioned) within 60 days from the date of issue of purchase order or issuance of letter of credit or issuance of site readiness form (as per Annexure 21) whichever is later.

Irrespective of any reason, the ordered quantity must be supplied within 180 days from the date of purchase order or letter of credit whichever is later. In case of delay in supply, LD shall be levied as per the tender conditions.

8. LIQUIDATED DAMAGE

The entire ordered quantity shall be supplied (installed and commissioned)within 90 days from the date of issue purchase order or issuance of letter of credit or issuance of site readiness form (as per Annexure 21) whichever is later. Goods supplied after the above stipulated date i.e., 90 days will be liable for "Liquidated Damage".

S.N.	Delivery Schedule within	% of LD
1	For quantity supplied: 60 **days** from the date of purchase order,	**0%**
2	For quantity supplied between 61 **to 90 days**	**0.1%** per Day
3	For quantity supplied between 91 **to 120 days**	**0.2%** per Day

Upon completion of 120 days from the date of issue of purchase order, such purchase order shall be deemed to be cancelled to the extent of unexecuted quantity, with penalty charge of 20% of unexecuted quantity value. This amount of penalty shall be recovered from performance guarantee submitted by the supplier. If the amount exceeds the performance guarantee, a notice shall be issued to the supplier to furnish the remaining amount and if supplier fails to do so within 30 days of issuing such notice to supplier, then the firm shall be ineligible to participate in any further tender(s) of CGMSCL, until such time as it furnishes the remaining amount.

If Supplier fails to supply up to 80% for or more items in 02 purchase order (of same item), then performance guarantee of such Supplier firm shall be forfeited and it shall also be liable for blacklisting

for such item(s), for period of 03 years.

9. CGMSC LOGO & EQUIPMENT IDENTIFICATION STICKER PACKAGING DETAILS

The equipment should be properly packed to protect the equipment during transport and transit storage. Colored, Waterproof, Non-detachable logo having Equipment and other details (As per **ANNEXURE-18)** must be printed (not handwritten) & affixed on every supplied equipment**.** If logo is not found affixed as per prescribed format & printed, then penalty@ 0.1% of the equipment cost or ₹ 1000 per quantity (whichever is higher) will be applicable.

10. DELIVERY AND DOCUMENTS

Before delivery of the Goods, the Supplier shall notify the Purchaser through dispatch entry under supplier login in EMIS Portal (www.cgmsc.gov.in/EMS/) and deliver physically the following documents to the End user, as well as to the Purchaser for payment purpose. (If any document is found to be incomplete /unavailable then payment will be kept on hold until the document is completed and submitted).

i. Three Originals and three copies of the Supplier's invoice, showing Purchaser, the Purchase Order number, Goods, description, quantity, unit price, GST rate, total amount and GST number of Purchaser and Supplier. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

ii. At least three-color photographs (4x6inches) each showing the following:
   a. Equipment with user at installation site.
   b. Model and Serial Number of supplied/installed item.
   c. Equipment with logo & Equipment identifications sticker (Annexure-18)
   d. During training of staff.

iii. Three copies of delivery note showing Purchaser as Chhattisgarh Medical Services Corporation Limited (enter correct name of Purchaser for GST purpose) and delivery to final destination as stated in the Contract;

iv. **Copy of the Insurance Certificate.**

v. Three copies of the packing list identifying contents of each package;

vi. Country of Origin Certificate for Imported goods.

vii. One original of the manufacturer's/ OEM's Indian affiliate Warranty certificate covering each items supplied.

viii. **Deleted.**

ix. Calibration certificate (for applicable equipment) as per Annexure-17

x. In-house QA/QC Pass/ Tested Ok Certificate.

xi. One copy of Invoice should be submitted at head office and two copies of invoice at the point of delivery with goods.

xii. Invoice should be raised in the name as, CGMSC and consignee name address should be mentioned in the invoice.

xiii. Bidder should submit service manual, operating manual, calibration certificate, and blank log book for
Documenting equipment use and maintenance.

xiv. **It is mandatory to provide warranty certificate in OEM/Indian Affiliate of OEM letter head (mentioning the equipment supplied is new and un-used in all aspect) as per Annexure-19. No other format will be accepted/ entertained**.

xv. Copy of BG/FDR/RTGS/NEFT as performance guarantee deposited during submission of bills for payment purpose.

11. TRAINING

The supplier shall demonstrate and provide training on use and maintenance of the Equipment/Items to the consignee's/purchaser's personnel free of cost at least 6 times within a period of 3 year from the date of installation. The supplier shall provide all types of training material and related documents during and after training.

12. TRANSPORTATION, INSURANCE

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged & Borne by the Supplier, or related costs shall be included in the Contract Price.

13. PAYMENT TERMS

1. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice, delivery documents and upon fulfillment of other obligations stipulated in the Contract.
2. Payment will be released after deduction of amount mentioned in clause "Deduction from payment" subject to below conditions:
   a) No advance payment is payable.
   b) Payment process will be initiated after supply of 100 % of supply portion (excluding site modification) Purchase Order.
   c) In case of partial supply (less than 100% supply situation), supplier shall submit a declaration (on ₹ 100 value stamp paper) mentioning that the balance quantity will not be supplied (with reasons) and that they agree for penalty as per tender clause(s). Payment process shall be initiated only after receiving such declaration, in case of partial supply.

3. **Payment will be released in following stages:**
   a) 80% payment will be made after supply,Installation and verification of following documents:
      i. Original of the Supplier's Invoice, showing Purchaser, the contract number, Goods, description, Quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/ seal.
      ii. Copy of delivery note, railway consignment notes, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Chhattisgarh Medical Services Corporation Limited and delivery through to final destination as stated in the Contract/PO.
      iii. Copy of the Insurance certificate.
      iv. Country of origin, copy of the packing list identifying contents of each package.
      v. Affidavit & Certificate declaring that Machine supplied is new in all respect (Machine and its component as per Annexure-27).

vi. **Certification from consignee in Annexure-15 for delivery with Photographs.**

vii. **Approval from MD [CGMSC] for delivery & release of payment.**

b) **20% against commissioning of equipment's at the respective sites against certification from the consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. & approval from MD (CGMSC) for Installation, training & release of payment. Bidder should also submit service manual, operating manual, calibration certificate, blank log book for documenting equipment uses and maintenance to the user department as well as one copy of each to the CGMSC, Equipment with logo & Equipment identifications sticker (Annexure-18), One original of the manufacturer's warranty certificate covering each items supplied. It is mandatory to provide warranty certificate in OEM/Indian Affiliate of OEM letter head (mentioning the equipment supplied is new and un-used in all aspect) as per Annexure-19. No other format will be accepted/ entertained for local accessories supplier warranty certificate should be submitted.**

4. The CGMSC Ltd/Government shall have the right to conduct Audit/ post payment verification and Technical Examination of the bids of the bidders/suppliers, including all supporting vouchers, abstracts etc. to be made as per contract & payments of the bills. If, as a result of such Audit & Technical Examination, any amount is found to have been overpaid in respect of any supply of any goods by the suppliers under the contract, the suppliers shall be liable to refund the amount of over payment and it shall be lawful for the Corporation to recover the same from the security deposit of the supplier or from any dues payable to the supplier. In case recovery amount is higher than security deposit or payment due to the supplier then corporation will have right to impose revenue recovery. If it is found that the supplier was paid lesser then what was due to him under the contract in respect of any purchase order executed by him under it, the amount of such under-payment (without any interest component) shall be duly paid by CGMSC to the supplier.

5. Deduction from Payment:
   a) LD and penalty will be deducted before release of payment as per terms & Condition of Tender from dues of supplier.
   b) Statutory deduction will be applicable as per govt. rules & regulations.
   c) Rest of clauses as per tender documents will remain applicable.

2. PRICES

a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.

c) Prices once fixed will remain valid during the contract period. Increase of Taxes and other statutory

duties will not affect the Basic price during this period.

d) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

3. CHANGES IN ORDERS

a) The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

i. Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

ii. The method of transportation or packing;

iii. The place of delivery; or

iv. The services to be provided by the supplier.

b) If any such change causes an increase or decrease in the cost of, or the time required for the execution of 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 proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt for change.

4. FORCE MAJEURE

The Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" events mean riots, mutinies, wars, fire, storm, tempest or other exceptional natural calamity events. The time for supplying the equipment may be extended by the CGMSC Ltd., at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the supplier within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machineries, Labor disputes/Strikes, Insolvency, transportation issues and Closure of the Factory/Manufacturing unit on any grounds except as above mentioned Force Majeure events , etc..

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.

5. 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 purchase order.

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 tender clause, in competing for or in executing the contract.

b. In the event the Purchaser terminates the Contract in whole or in part, pursuant to tender conditions, 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.

6. TERMINATION FOR INSOLVENCY

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***.

7. 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.

8. RESOLUTION OF DISPUTES

1. The Purchaser and the supplier shall make every effort to resolve any disagreement or disputearising between them under or in connection with the Contract.
2. In case of a dispute or difference arising between the CGMSC Ltd., 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 venue of arbitration shall be Raipur.

APPEAL: Any tender aggrieved by the order passed tender accepting authority may appeal to Principal

Secretary/Secretary Health, Govt. of Chhattisgarh within 30 days of receipt of order and Principal Secretary/Secretary Health shall dispose the appeal as early as possible. No appeal shall be preferred while the tender is in process and until tender is finalized and Notification of Award is issued by CGMSC Ltd.

9. JURISDICTION

1. In the event of any dispute arising out of the tender such **legal and quasi-judicial** would be subject to the jurisdiction of the Civil Court within the city of Raipur and High Court of Chhattisgarh only.
2. The bidders will have to expressly declare that they would only pursue legal remedies in Raipur.
3. Any civil court case/labour court case/MSME facilitation Council, Arbitration and Conciliation, Jurisdiction place within the City Raipur and High Court of Chhattisgarh only.

10. GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the English / Hindi language.

11. NOTICES

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

Purchaser:

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.

Commercial Complex, Sector -27, North West Corner, Atal Nagar, Nava Raipur (C.G.) – 492018

Website:www.cgmsc.gov.in,email:equipment.cgmsc@gov.in&cgmsc.ltd@gov.in&md.cgmsc@gov.in

Supplier: To be filled during contract signing

12. TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the ***Purchaser***.

13. FRAUD AND CORRUPTION

(a) 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 cancel the contract after giving 7days notice to the Supplier.

(b) 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 influencing 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

1. 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
2. Acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under tender Clause [Inspections and Audits].

(c) Notwithstanding the clause 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.

14. COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

CMC will be applicable from 6th to 10th year of commissioning of equipment and payment of CMC will be executed by the user department only. For this, consent will also be required from the user end.

1. The Supplier shall indicate clearly the free guarantee maintenance of the whole system including essential accessories supplied and the same should not be less than 05 years.
2. The Bidder/Supplier/OEM shall also indicate separately, post guarantee maintenance cost of the entire system for 05 years, subsequent to free maintenance period and shall clearly indicate year wise maintenance cost, cost of spares required for each year, in addition to comprehensive maintenance charges.
3. If the basic price and/CMC is left Blank, then the price bid shall not be considered for evaluation and leads to rejection.
4. If offered value of CMC is less than or equal to one, then on expiry of warranty period, the equipment shall by default enter into CMC without executing any agreement either by CGMSCL or by user institution.
5. Failure/refusal on the part of the successful bidder supplying/installing the equipment to enter into CMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance guarantee and he would be debarred/blacklisted as per relevant Blacklisting clause(s)under instructions to bidders (section-II).

6. Further if the Bidder/Supplier/OEM fails to provide satisfactory service during CMC period, security deposit shall be forfeited and may also result in the blacklisting/debarring as per relevant Blacklisting clause(s) under instructions to bidders (section-II).
7. For this purpose, satisfactory service would mean: -
   a. Attending to complaint within 48 hours of lodging the complaint.
   b. Ensuring repair / replacement of defective parts and making the equipment operational as soon as possible to maintain 95% uptime annually.
   c. Providing **Minimum Bi-annual preventive maintenance and SOS breakdown** visit & also ensuring proper report submission and coordination with the user department.
8. Uptime guarantees of 95% (maximum 18 days downtime) shall be maintained annually of the equipment during warranty and CMC period.
9. The payment of the agreed CMC charges will be made bi-annually after satisfactory completion of work, on receipt of service report/break down report from user.
10. The CMC rate offered in the price bid shall include all such components and accessories that are essential (from the perspective of technical specifications mentioned in the tender) for the full and steady functioning of the equipment, whether or not the bidder has indicated it separately in the relevant portion of the price bid.
11. The CMC rate is not required for routine hospital furniture items.
12. If supply order is not issued for any component or accessory, taken for evaluation in the Price Bid, the CMC rate will be reduced by the corresponding percentage of the excluded item. If supply order is issued for any component or accessory, not taken for evaluation in the Price Bid, then the CMC rate will be added by the corresponding percentage of the included item. The unit rate without GST will be taken for arriving at the percentage.
13. In case of HVAC such as air conditioners, HEPA filters etc. done as part of turnkey works, the CMC rate offered shall be inclusive of the cost of maintenance of the air conditioners supplied as part of the turnkey contract.
14. During CMC, supplier should cover& repair all parts including but not limited to, essential spare parts like O2 Cell, Sensor, Batteries, Probes, Hydraulics etc. needed for the successful and satisfactory, performance and functioning of the equipment.
15. Supplier shall also guarantee regular and timely supply of all the spare parts required for the normal working of the item at a cost not exceeding the cost of such a part charged to any other Government organization.
16. Supplier has to submit acknowledged reports of the preventive and breakdown maintenance during CMC, to user within 48 hours of visit.
17. The cost of labor for all repairs/ and all spares required for replacement during repairs

including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc. wherever applicable and also the accessories and other devices supplied alongwiththeequipment'slikestabilizer,UPS,AC,Computer,Compressor,Monitor, etc., which forms part of the equipment system, without which it cannot perform satisfactorily.

Note: For CMC to be executed, a consent shall be required from user institution before the ending of warranty period and starting of CMC.

15. AFTER SALES SERVICE CONDITIONS

1. The corporation attaches paramount importance to the after sales service of the equipment installed to ensure smooth operation afterwards. Supplier is required to undertake preventive maintenance and attend to all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Conditions of Contract (Section III).
2. The after sales terms and conditions will be strictly enforced to the Supplier to support the Tender Inviting Authority in its endeavor to provide trouble free operation/ performance of the equipment for the prescribed period.
3. The after sales service shall be performed during the warranty and Comprehensive Maintenance Period (CMC), if awarded. The detailed terms and conditions for after sales service are mentioned hereunder: -

    a. In case of any breakdown call and service call during warranty/CMC, the service engineer must visit the site within 48 hrs. to attend the breakdown call/ service call and repair/replace defective part as soon as possible. After service/ rectification of equipment, the service Engineer/Technician should submit report to user department.
    b. Failure to provide satisfactory service during or after the warranty period and CMC will lead to legal actions on the Supplier after issuing due notice and providing opportunity for being heard.For this purpose, satisfactory service would mean: -
        1. Attending to complaint within 48 hours of lodging the complaint.
        2. Ensuring repair / replacement of defective parts and making the equipment operational as soon as possible to maintain 95% uptime annually.
        3. Providing **Minimum Bi-annual preventive maintenance and SOS breakdown** visit & also ensuring proper report submission and coordination with the user department.
    c. It will be the sole responsibility of the Supplier to provide service and maintenance of the equipment which are under warranty/CMC. The execution of after sales service conditions mentioned in the tender by the supplier shall be monitored by the Tender Inviting Authority.

Bidders shall provide all sort of after sales support and cooperation to the third-party maintenance service (if available) provider as per the tender conditions, if requested/required by the Tender Inviting Authority.

d. During warranty, Supplier should cover &repair all parts including but not limited to, essential spare parts like O2 Cell, Sensor, Batteries, Probes, and Hydraulics etc. needed for the satisfactory performance and functioning of the equipment.

e. An uptime guarantees of 95% (maximum 18 days downtime) shall be maintained annually of the equipment during warranty and CMC period.

f. The cost of labor for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc. wherever applicable and also the accessories and other devices supplied alongwith the equipment's like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc., which forms part of the equipment system, without which it cannot perform satisfactorily.

g. There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as 'consumables. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CMC period. The rate of the same shall be included in the offered price in the warranty and CMC.

16. PENALTY FOR SERVICE DURING WARRANTY/ CMC PERIOD

1. In case of any complaint/ defect in the equipment during the warranty/CMC period, the firm must attend to the same within 48 hrs from the date and time of lodging complaint at the complaint/help desk number of the service provider (i.e., response time).
2. During Warranty supplier must ensure to maintain 95% uptime (maximum 18 days downtime), In Case of downtime, warranty period will be extended for period of twice the downtime. If the equipment is not attended within 48 hrs. supplier will be liable to pay a penalty of 0.07% of purchase cost of every day for delay.
3. During CMC period supplier must ensure to maintain 95% uptime (maximum 18 days downtime), In Case of downtime, CMC period will be extended for period of twice the downtime. If the equipment is not attended within 48 hrs. supplier will be liable to pay a penalty of 0.07% of purchase cost of every day for delay.
4. If the Bidder/Supplier/OEM fails to provide satisfactory service during Warranty and CMC period, security deposit shall be forfeited and may also result in the blacklisting/debarring as per relevant Blacklisting clause(s) under instructions to bidders (section-II). Downtime exceeding 08 hours shall be accounted as 01 day.

17. FALL CLAUSE

1. The BIDDER as part of his bid has to undertake (in relevant portions of Annexure 07 and Annexure 08) that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid to any other person(s)/entity.
2. The prices charged for the equipment/services supplied under the contract by successful bidder shall, in no event, exceed the lowest price at which the successful bidder sells the equipment/services of identical description, to any other person(s)/entity during the period of contract.
3. If it is found at any stage that similar product/systems or sub systems was/were supplied by the BIDDER to any other person(s)/entity at a lower price then bidder has to provide price justification with relevant documents. If bidder fails to do so or TIA finds price justification unsatisfactory then that very price, will be applicable to the present case and the difference in the cost would be refunded (if applicable) by the BIDDER to the PURCHASER.
4. If any time during the contract, the successful bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the TIA and user institution and the price payable under the contract of the equipment/services supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

ANNEXURE-01

GENERAL INFORMATION OF THE BIDDER

1	Name of the Bidder			
	Registered address of the firm with GST IN			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State-		District	
	Telephone No.		Fax	
	Email		Website	

Type of the Firm (Please √ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others ,specify	
	Registration No.& Date of Registration					

Nature of Business (Please√relevant box)				
5	Original Equipment Manufacturer		Authorized Dealer/Distributor/Representative	
	Direct Importer		Others specify.	

Key personnel Details (Chairman ,CEO, Directors, Managing Partners etc.)						
6	In case of Directors, DINN os. Are required					
	Name		Designation		Din No. (if applicable)	
	Name		Designation		Din No. (if applicable)	
7	*Whether any criminal case was registered against the company or any of it spromoters in the past?*				Yes/No	
8	*Other relevant Information provided (Hereenclosethedetailssuchaspresentationonthedetailsofthebidderina CDpreferably;pleaseavoidsubmissionofdetailedleaflets/brochuresetc,ifpossible.)*					

Date:		*Official*		*Signature of the bidder / Authorized signatory*	

ANNEXURE-02

(On Non-Judicial₹ 100/- Stamp Paper)

FORMAT FOR SUBMITTING LIST OF ITEMS FOR WHICH BID IS QUOTED

Sl. No.	Item Code	Name Of the ITEM	Make, Model and Manufacturer	Address of Manufacturing Premises/Unit
1				
2				
3				
4				

Total EMD Paid…… (Amount in figures)

……. (In words)

UTR No:

I/We..... having my / our office at……. declares that I / We will supply the items as per above.

Sign & Seal of the bidder.

ANNEXURE-03

MANUFACTURER'S OFFER FORM

(To be submitted by manufacturers in OEM letter head)

No. Dated:

To

The Managing Director
CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.
(Tender Inviting Authority)

Dear Sir,

Tender No :
Equipment Name :

1. We .....(Name of the OEM) declare/certify that weare the original manufacturers of the above equipment having registered office at…….. (full address with telephone number/fax number & email ID and website), and having factories at…….....
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment tendered within the stipulated time.

(Name)for and on be half of M/s…….
Date: (Name of manufacturers)
Place:

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.

ANNEXURE-04

MANUFACTURER'S AUTHORISATION FORM

(To be submitted only by 100% subsidiary/authorized distributors)

No. Dated:

To

The Managing Director
Chhattisgarh Medical Services Corporation Ltd (TenderInvitingAuthority)

Dear

Tender No :
Equipment Name :

(For 100% Subsidiary)

1. We declare/certify that…….. (Name of the 100% subsidiary/fully owned subsidiary) is our 100% subsidiary company/unit having registered office at…… (full address with telephone number/fax number & email ID and website). We do here by authorize them to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no…….

OR

(For Distributor)

We---------- (name of the OEM)are the original manufacturers of the above equipment having registered office at----------(full address with telephone number/fax number & email ID and website),having factories at----------and----------,do here by authorize M/s.----------(Name and address of Bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no----------

2. 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 tender.

3. **We/Our Indian affiliate also here by undertake to provide full Guarantee/Warranty/CMC/Maintenance Service as agreed by the Bidder ,in the event of – the Bidder is changed as the authorized distributor or Bidder fails to provide satisfactory after-sales support and service during such period of Comprehensive warranty as well as CMC -and to supply all the spares/consumable/accessories during the said period**.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment tendered within the stipulated time.

(Name)
for and on behalf of M/s.----------
Date: (Name of manufacturers)

Place:

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.

ANEXURE-05

POWER OF ATTORNEY

(On OEM Letter Head)

I/ We…….(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt……..……..(name and address) who is presently employed with us and holding the position of…….As our attorney, to act and sign on my/our behalf to participate in the tender no…….for…….. (Equipment Name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt.……..Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Accepted

(Signature)

(Name, Title, Designation and Address of the Attorney)

Date:

Dated this the day of 2026

For

(Name, Designation and Address)

ANNEXURE-06

UNDERTAKING
Details of Nearest Authorized Service Centre
(To be provided by the OEM on their letter head)

I/We ……. hereby undertake to provide warranty/CMC/after-sales services, as mentioned in tender document Reference No…….. Especially with respect to time-line adherence. I/We also declare that the following person/persons will provide breakdown and maintenance services on behalf of our company (the OEM) as per tender terms & conditions for the entire geographical area comprising Chhattisgarh State. We also declare that the details provided below are true and correct, as on date. The person/firm mentioned below is well aware about this commitment to CGMSC, under this tender's terms and conditions.

S.N.	Details of Service Centre/Provider	
1	Full Name of the Firm	
2	Address of the Firm	
3	E-mail of the Firm	
4	Contact Person Name and Designation	
5	Contact Person Mobile No./Land Line No.	
6	Toll Free Number for Service	
7	PAN Card Number	

Name of Bidder: **Signature of representative of OEM**

Address: **Date:**

Seal of Bidder:

ANNEXURE-07

DECLARATION FORM

(On Non-Judicial Stamp Paper worth ₹ 100/-)

I/We ..... having my / our office at…….……..…….do declare that I / We have carefully read all the term s& conditions of tender of Ref. No ....., of CGMSC Ltd., for the supply of ..... (Name of the item) and confirm our eligibility for this tender and all items quoted as per the tender condition and Governing laws of India.

I/We hereby agree, confirm & declare that all terms & conditions of the above-mentioned tender are acceptable.

I/We certify that the rates of item/items quoted are reasonable & not higher than the prices charged by us to any person(s)/entity in the last six months.

I/We declare that we have quoted the price of CMC (Comprehensive Maintenance Contract) as per Annexure-14 (Part-C).

I/We do hereby declare that I/We have not been convicted by any court of Law nor are de-recognized / black listed by any State Govt. / Union Territory/ Govt. of India / Govt. organization / Govt. Health Institutions for supply of Not of Standard Quality (NSQ) items / part-supply / non-supply/non-service or any reason whatsoever.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Guarantee and/or blacklist me/us for a period of 3 years, if any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms &conditions.

In case of any breakdown call and service call of awarded equipment in warranty and CMC period if awarded, our service engineer will visit the site within 48 hrs and attend the breakdown call/ service call and rectify the problem as soon as possible to ensure 95% uptime annually and submit report to the user department.

I/we will provide preventive maintenance of the awarded equipment on Bi-annual basis. During preventive maintenance it will be responsibility of respective engineer to coordinate with user department. As mentioned in tender document & other important instructions.

If we would not be able to fulfill the above terms & condition, TIA will be able to take legal actions against company and may forfeit EMD of bidder, blacklist & debar the company. (As per blacklisting clauses and blacklisting procedure of tender documents)

I/We do hereby declare all information provided above is true.

Name & Address of the Firm:

Signature of the bidder:

Date:

ANNEXURE-08

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

This pre-bid contract Agreement (here in after called the integrity Pact) is made on..... day of the month…. /……20……, between, Managing Director, Chhattisgarh Medical services corporation limited (A Government of Chhattisgarh (U/T) acting through Shri (Designation
of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service)
and M/s……represented by Shri……Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors a permuted assigns) and the Second Party, is willing to offer/ has offered.

WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU, performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

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

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

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

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

4. COMMITMENTS OF BIDDERS

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

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

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or 45isfavor to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

5. PREVIOUSTRANSGRESSION

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

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

6. EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) The earnest money should be submitted by way of NEFT/ RTGS.

Details of Account for NEFT/RTGS Payment:

Account Name: CGMSC Ltd Equipment Procurement Account

Account No: 540901010050669

Bank Name: Union Bank of India, Shankar Nagar Branch, Raipur. CG

IFSC/RTGS code: UBIN0554090

NOTE: Fund should be transferred through NEFT /RTGS from bidder's account. Non-compliance of the same shall lead to rejection of bid.

The Earnest Money/Contract Security/Performance Guarantee shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

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

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

7. SANCTIONS FORVIOLATIONS

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

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

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

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

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be

entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of CGMSCL for a minimum period of 03 years.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean pause whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALLCLAUSE

1. The BIDDER as part of his bid has to undertake (in relevant portions of Annexure 07 and Annexure 08) that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid to any other person(s)/entity.
2. The prices charged for the equipment/services supplied under the contract by successful bidder shall, in no event, exceed the lowest price at which the successful bidder sells the equipment/services of identical description, to any other person(s)/entity during the period of contract.
3. If it is found at any stage that similar product/systems or sub systems was/were supplied by the BIDDER to any other person(s)/entity at a lower price then bidder has to provide price justification with relevant documents. If bidder fails to do so or TIA finds price justification unsatisfactory then that very price, will be applicable to the present case and the difference in the cost would be refunded (if applicable) by the BIDDER

to the PURCHASER.

4. If any time during the contract, the successful bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the TIA and user institution and the price payable under the contract of the equipment/services supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

9. INDEPENDENT MONITORS

The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.

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

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

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OFJURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGALACTIONS

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

13. VALIDITY

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at…….

on……

BUYER	**BIDDER**
Name of the Officer	Chief Executive Officer
Designation	
Department/PSU	
Witness	Witness
1)	1)
2)	2)

ANNEXURE-09

TURNOVER CERTIFICATE

To

Managing Director, CGMSC Ltd.

Chhattisgarh, Raipur

I/We hereby certify that **M/s** _____(the name of bidder in the tender) who is participating the tender for supply of Goods called by CGMSC Ltd. Chhattisgarh, Raipur having their office at_____(Address of office) has a turnover of **Medical equipment manufacturing or Sales or Supply or Repair or Maintenance in their audited balance sheet for the 03 audited financial years, as below: -**

Turnover in the financial year of
2023 -2024
2024 -2025
2025 -2026

Average Turnover ₹

The above information is correct and true and verified from audited Balance Sheet.

CHARTERED ACCOUNTANT
(With membership no.) Name:
Contact No.: Contact
Address: UDIN No.:

NOTE:

a. The turnover of other than bidder will not be accepted.
b. UDIN (Unique Document identification Number) is Mandatory.

ANNEXURE-10

Bank Details

01	**Name of the Bank.** **Branch Name& address.** **Branch Code No.** **Branch Manager Mobile No.** **Branch Telephone no.** **Branch E-mail ID**	
02	**9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.**	
03	**IFSC code of the Branch**	
04	**Type of Account (Current / Savings).**	
05	**Account Number (as appear in cheque book)**	

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold M/s. Chhattisgarh Medical Services Corporation Limited (CGMSC) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

Date: Company Seal Signature

Place: (Name of the person signing &designation)

For Bank

(Verification of the above particulars).

IT IS CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address. Signature of the authorized Official of the bank.

ANNEXURE-11

CA/CS CERTIFICATE FOR 100% SUBSIDIARY

To

Managing Director,

CGMSC Ltd.

Chhattisgarh, Raipur

We hereby certify that **M/s** _____(the name of participant/bidder in the tender and PAN Number) who is participating in _____(Mention the tender reference number in which participating) for supply of Goods/Materials called for by CGMSC Ltd. Chhattisgarh, Raipur, having their office at_____(Full address of office) is a wholly owned subsidiary company of ---------- (Holding company name and PAN number). We have verified the documents in Registrar of companies (ROC) and found them satisfactory.

Director of company

Chartered Accountant/ Company Secretary Signature &Seal with Date (with membership no. &seal)

UDIN…….

ANNEXURE-12

Self-Declaration

Self-Declaration format for imported item(s) uploaded by bidder on ₹ 100/- Non-Judicial Stamp Paper

I/We……. (Name) having our office…….. (Address) do hereby declare that …….. (Actual Manufacturer) has authorized us to participate for following items. The authorization letters are enclosed for your reference.

S.N.	Item Code	Name of Item	Make	Model	Manufacturer

I/We ……..do hereby declare that we will supply the items as per the terms, conditions & specifications of the tender document.

Name of Bidder: **Signature of bidder**

Address: **Date:**

Seal of Bidder:

ANNEXURE-13

PRODUCT SPECIFICATION COMPLIANCE

(To be uploaded in Cover B: Technical Bid)

Item Code:

Name/ Description of Equipment:

A	B	C	D
Desired Specification of TIA	Manufacturer's Specification	Deviation	Remark
		Column 'C' and 'D' should be kept blank for evaluation purpose	Column 'C' and 'D' should be kept blank for evaluation purpose

Note: This form is product/Equipment specific

- Desired Specification should be taken from Annexure-27 (Specification of equipment)
- Manufacturer/Bidder should quote their specification in Column'B'.
- Column 'C' and 'D' should be kept blank for evaluation purpose.

Signature and Seal of Bidder

Format may be used in Landscape.

ANNEXURE-14

COVER C
Part –A
PRICE BID OF EQUIPMENT

Sl. No.	Item Code	Item name	HSN Code	Basic Price (in Rs.)	GST %	GST Amount 6 = (4*5)/100	Total Cost 7= 4+6
	1	2	3	4	5	6	7
1		LINAC MACHINE WITH ALL ACESSORIES					

ANNEXURE-14

COVER C

Part – B (Optional)

PRICE FOR SUPPLY OF ACCESSORIES/CONSUMABLES

(For applicable equipment only)

S.N.	Quoted Item/ Eqp. Name	Item Code	Name of Accessories / Consumables	Essential/Non-Essential	Pack Size	Pack Price	Per Unit Price	GST Percentage	Total	Shelf Life
	A	B	C	D	E	F	G	H	I	J
1										
2										
3										

Note:-

1. **Rate of essential accessories should be included in the rate of main equipment.**
2. **The Supplier shall indicate clearly the free guarantee maintenance of the whole system including essential accessories supplied and the same should not be less than 05 years.**
3. **If no mention of such essential accessories is made here, it will be presumed that the cost of essential accessories is included in price bid and they cannot be introduced nor will be entertained, anytime in the future.**

ANNEXURE-14

COVER C

Part - C

PRICE FOR CMC (FOR 5 YEARS)

S. N.	Name of Equipment	Make	Model	1st Year	2nd Year	3rd Year	4th Year	5th Year	GST Percentage	Total Amount
	A	B	C	D	E	F	G	H	I	J
1.		**LINAC MACHINE WITH ALL ACESSORIES**								

Note: CMC will be applicable from 6th to 10th year of commissioning of equipment.

ANNEXURE-15

CONSIGNEE RECEIPT CERTIFICATE

(To be submitted in this format only and has to be filled jointly by the Supplier& User Institution/Department)

The following equipment has/have been received in good condition as per purchase order.

Name of item supplied	
Name of the Supplier/Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Serial Nos. of equipment supplied	
Name and Address of the Consignee along with Telephone number and fax no.	
Date of receipt by the Consignee	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date (Store In-charge/Store Keeper)	
Name and designation of the authorized Representative (Store In-charge/ Store Keeper)	
Seal of the consignee	

Note: Colored Photographs of the equipment with the recipient duly signed by Authority of facility should be provided. Incase of Hospitals, The Hospital in-charge of concerned hospital will be treated as consignee. In case of office (other than hospital), the office in-charge of the office would be treated as consignee.

(User Department)	**(District Bio-Medical Engineer)**	**(Hospital Incharge)**
Name:	Name:	Name:
Contact No.:	Contact No.:	Contact No.:
Email id:	Email id:	Email id:

Note: -

1. Signature of consignee must be in all pages of consignee receipt certificate.
2. The Hospital In charge here refers to as Dean/Hospital Superintendent/CMHO/CS/MO/RMA/District Ayurved Officer etc.
3. Signature of Bio-Medical Engineer posted at Dist. Level such as O/o CMHO/ CS/ Medical College & Hospital. In case a district has no Bio-Medical Engineer, then simply write “Not posted”.
4. A copy of above document has to be submitted online on EMIS Portal on CGMSC website.
5. Neither supplier nor the consignee is allowed to change the above format. It must be printed front & back in a single page as it is mentioned in Annexure-15. “NOTE MENTIONED ABOVE MUST ALSO BEPRINTED”

ANNEXURE-16

CONSIGNEE RECEIPT CUM INSTALLATION REPORT

(To be submitted in this format only and has to be filled jointly by the Supplier& User Institution/Department)

The following equipment has/have been received in good condition as per purchase order.

Name of item supplied		
Name of the Supplier		
Make (OEM Name)	Model	Manufacturing Date (DD/MM/YYYY)
Quantity supplied		
Purchase Order reference no with date		
Serial Nos. of equipment supplied		
Name and Address of the Consignee along with tel.no. and fax no.		
Date of receipt/supply by the Consignee		
Date of Installation		
Installation Location at Hospital.		
Accessories supplied and the serial numbers of Accessories		
Training satisfactorily completed Yes/No		
The equipment has been received as per tender specification Yes/No		
Equipment Identification Sticker & CGMSC logo as per Annexure-18printed Yes/No		
Service center address & contact no.		
Service manual provided by the supplier		
Operating manual provided by the supplier		
Calibration Certificate provided by the supplier		
Name and Designation of Personnel trained.		
Date of commencement of warranty & Date of expiry of warranty	From	To
Original warranty card received by Consignee as per annexure-19		
Comprehensive warranty period	From	To

Accessories/Parts/Consumable/Battery etc. supplied as mentioned below
Note: If needed separate annexure/sheet to be attached as per below format in OEM letter head

Item Name	Qty.	Item Serial No.	Remark

1.				
2.				
3.				
4.				
Mandatory Bi-annual preventive maintenance and SOS breakdown Schedule		Year 1	Year 2	Year 3
		2 visits	2 visits	2 visits
Other statutory documents received				
Stock Book page no. where the items have Been entered				
Remarks of the hospital authorities				
Name & designation of the authorized Representative				
Signature of Authorized Representative of Consignee / Store In-charge with date				
Seal of the consignee/ Store In-charge				

Note: Colored Photographs of the equipment with the user, Model Number, Equipment Identification Sticker & CGMSC logo as per Annexure-18 printed on the equipment and that of training duly signed by Authority of facility should be provided. In case of Hospitals, The Hospital In-charge of concerned hospital will be treated as consignee. In case of office (other than hospital), the office In-charge of the office would be treated as consignee.

(Sign of service Er./Techn.)	**(User Department)**	**(District Bio-Medical Engineer)**	**(Hospital Incharge)**
Name:	Name:	Name:	Name:
Contact No.:	Contact No.:	Contact No.:	Contact No.:
Email id:	Email id:	Email id:	Email id:

Note: -

1. Signature of consignee must be in all pages of consignee receipt certificate.
2. The Hospital In charge here refers to as Dean/Hospital Superintendent/CMHO/CS/MO/RMA/District Ayurveda Officer etc.
3. Signature of Bio-Medical Engineer posted at Dist. Level such as O/o CMHO/ CS/ Medical College & Hospital. In case a district has no Bio-Medical Engineer, then simply write “Not posted”.
4. A copy of above document has to be submitted online on EMIS Portal on CGMSC website.
5. Neither supplier nor the consignee is allowed to change the above format. It must be printed front & back in a single page as it is mentioned in Annexure-15. “NOTE MENTIONED ABOVE MUST ALSO BEPRINTED”

ANNEXURE-17

CALIBRATION CHECKLIST

(To be submitted with installation report for applicable equipment)

Date :
Equipment Name :
Item Code :
Make :
Model :

S. No.	Parameters to be calibrated	Frequency of calibration required
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

(Sign of service Er./Tech.)	(User Department)	(District Bio-Medical Engineer)	(Hospital In-charge)
Name:	Name:	Name:	Name:
Contact No.:	Contact No.:	Contact No.:	Contact No.:
Email id:	Email id:	Email id:	Email id:

ANNEXURE-18

CGMSC Logo & Equipment Identification Stickers

CGMSC
(State Government Undertaking)

Chhattisgarh Medical Service Corporation Limited Supply
(Not for Sale)

Tender RefNo……

Purchase OrderNo……..

Make &Model……..

Equipment SerialNo……..

Installation Date……Warranty End Date……..….CMC/AMC StartDate…..……..

Supplied By……Contact No……..…….....

Note: - Penalty will be charged in case above sticker is not found affixed/ not in prescribed format.

ANNEXURE-19

WARRANTYCERTIFICATE

(CGMSC mandated Format)

(To be filled by the Supplier)

CGMSCL Purchase order No : ……Dated……

The equipment, ……..……..……..….(*Equipment Name*), Make…….....,Model No……..……..,CGMSC Item Code……....…. bearing serial no ……. was installed successfully at ……...……. (*Institution Name)* is offered with a comprehensive warranty for a period of 05 years starting from ……..to..... including all the following Accessories/Parts, Consumables, Battery etc.

I/We declare that the above-mentioned equipment supplied is new and un-used in all aspects.

S.No.	Name of the accessory	Manufacturer's name	Item S. No	Qty

Signature of the Supplier with

Date:

Name:

Seal:

ANNEXURE-20

SITE NON-READINESS FORM

Deleted

Since it is a turkey project supplier shall coordinate with site.

ANNEXURE-21

SITE READINESS FORM

(This form is to be submitted before delivering the machine by consignee)

Whether the purchase order received at Institution through EMIS (Please tick)		**YES**	**NO**
Date:			
Hospital Name/ Name of the Facility		Supplier Name	
Name of the Equipment		Item Code	
Make/manufacturer		Purchase Order No	
Model/Cat No		Purchase Order Date	
Location/Department		Purchase Order Value	

SiteDetails		
Completion of Civil works		
Availability of DRS / PNDT		
Details of civil works is to be done:		

Power requirement (in KVA)		
Electrification done in the proposed site		
Availability of main input Power cabling in the proposed site		
Details of electrical works is to be done		
Site ready (Please tick one)	*YES*	*NO*
Expected date of site readiness		

User Department: Sign: Date: Name: Designation: Seal:	Head of the institute: Sign: Date: Name: Designation: Seal:

Note: Successful supplier shall provide guidance and supervision to the user as per Annexure-27.

ANNEXURE-22

PERFORMANCECERTIFICATE

(To be filled by the head of user institution individually for every equipment)

Deleted

ANNEXURE-23

SAMPLE FOR PRICE EVALUATION

Illustration-I

(Amount in ₹ Incl. of all Taxes)

Period	Basic Rate of Equipment	CMC Rates	Discount Factor	C*d	Total Annual Cost
(Years)	**E**	**C**	**d = 1/ (1+0.07) ^t**	**K**	**E+K**
	10,00,000.00				**10,00,000.00**
1st			0.935	-	
2nd			0.873	-	
3rd			0.816	-	
4th			0.763	-	
5th			0.713	-	
6th		50,000.00	0.666	33,300.00	33,300.00
7th		55,000.00	0.623	34,265.00	34,265.00
8th		60,000.00	0.582	34,920.00	34,920.00
9th		70,000.00	0.544	38,080.00	38,080.00
10th		80,000.00	0.508	40,640.00	40,640.00
Total Cost	**10,00,000.00**	**3,15,000.00**			
Total NPV at 7% (Y)	**10,00,000.00**	**1,81,205.00**			**11,81,205.00**
% of Total Project Cost	**84.66%**	**15.34%**			**100%**

Note:

1. Final Value for L1 Rate shall be on the basis of Total NPV of Project Cost
2. Discount Factor Rate is 0.07 (07%)
3. t is number of years

Y = E	
+0	**-----> 1st Yr**
+0	**-----> 2nd Yr**
+0	**-----> 3rd Yr**
+0	**-----> 4th Yr**
+0	**-----> 5th Yr**
+ CMC 6th Yr*1/(1+0.07)^6	**-----> 6th Yr**
+ CMC 7th Yr*1/(1+0.07)^7	**-----> 7th Yr**
+ CMC 8th Yr*1/(1+0.07)^8	**-----> 8th Yr**
+ CMC 9th Yr*1/(1+0.07)^9	**----->9th Yr**
+ CMC 10th Yr*1/(1+0.07)^10	**----->10th Yr**

Y is Total NPV of Project Cost and shall be the **Final Value for Price Evaluation**

ANNEXURE-24

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR ONLINE ELECTRONIC CHHATTISGARH GOVERNMENT PROCUREMENT SYSTEM (e-GPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will prevail over the conditions stated in the tender documents in the previous pages, wherever relevant and applicable.

1. Registration of the Bidders on Chhattisgarh Government e-Procurement Portalhttp://eproc.cgstate.gov.in

All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on https://eproc.cgstate.gov.in

2. Set-up of Machine:

In order to operate on the electronic procurement system, setting of User's machines is required. For which User has to install some utilities in his machine as per the instructions given in (Available for download on the e-procurement portal).

Obtaining a Digital Certificate: 2

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

Important Note: Bid for a particular tender may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it willbeassumedtorepresentadequateauthorityoftheusertobidonbehalfofthefirmforHealth

Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company. **Opening of an Electronic Payment account:** For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over and above the Tender Processing fee and EMD to be paid as per Cover 'A', while bid submission online.

Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards / Internet Banking / mobile banking.

3. **Payment for submission of bids online:** The tender documents may be downloaded online directly by eligible Bidders. The Bidders are required to make the payment for bid submission through online payment modes mentioned in *Point No. 3* above.

   The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required.

   The secure electronic payments gateway is an online interface between Bidders and credit card / online payment authorization networks.

   Submission of bids, EMD and other documents will be governed by the time schedule given under "Key Dates" on the online e-Procurement System portal for the particular tender.

4. **Tender Download:** Eligible Bidders can download the Tender Document online.

5. **Submission of Bid Seal of online bids:** The online submission of bids will be preceded by submission of the "digitally signed bid seal" as stated in the tender time schedule (Key Dates) published in the NIT. The contractor cannot change any bid data after the generation of bid seal.

6. **Submission of Earnest Money Deposit:** The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned in EMD clause. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding under Cover A.

7. **Opening of Tender documents:** The authority receiving the tenders or his duly authorized officer shall first open the "Cover A" of all the bidders and check for the validity of Tender Processing Fee& EMD as required by CGMSC. In case, the requirements are incomplete, the Technical Bid as submitted in Cover B of the concerned bidder received shall not be opened.

   The authority shall then open the tenders submitted by the suppliers online through the CGMSC CG Government procurement website.

8. **Key Dates:** The suppliers are strictly advised to follow the tender schedule (Key dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

NOTE:

- Select the product for which bid to be quoted and calculate EMD.
- Make RTGS/NEFT payment for EMD and Tender processing Fee
- Detail of RTGS/NEFT Payment:

  Account Name: **CGMSC Ltd Equipment Procurement Account**

  Account No: **540901010050669**

  Bank Name: **Union Bank of India, Shankar Nagar Branch, Raipur. CG**

  IFSC/RTGS code: **UBIN0554090**
- Upload relevant documents in cover A, B and C

ANNEXURE-25

CHECK LIST

(This checklist is for bidder's own use only and is not to be uploaded in E-Procurement site.
This checklist is not the final document list and it is merely a helping aid.)

S. N.	Particulars	Submitted
	COVER – A for Manufacturers	
1	Copy of RTGS/NEFT Receipt along with UTR Number for submission of tender processing fee and EMD / Proof regarding exemption of EMD (color scanned copy of original only).	
2	Description of the bidder with contact detail (As per Annexure-01)	
3	List of items for which bid is quoted (As per Annexure-02)	
4	Scanned copy of original and valid Manufacturing license for item/items quoted.	
6	Scanned copy of original and valid Cert. **(USFDA / European CE/ BIS or Certificate mentioned in Technical specification)** issued by appropriate authority mentioning address of manufacturer.	
7	Manufacturer offer form as per Annexure-03 along with power of attorney (as per Annexure-05) in favor of signatory of above Manufacturer offer form.	
8	Details of nearest Local/Authorized Service Center (As per Annexure-06).	
9	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per Annexure-07)	
10	Bidder should submit duly filled, attested, pre-contract integrity pact. (Annexure-08)	
11	Turnover certificate as per Annexure-09 (UDIN is mandatory).	
12	GST Registration certificate with GST return of any 01 month out of the last 03 months preceding the month in which tender was published (online)	
13	Bank Details (Annexure-10)	
14	Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years (for the years mentioned in Annexure-09) in the business of the supply and installation of equipment(s) offered.	
15	Other relevant certificates/documents (if applicable)	
S.N.	**Particulars**	**Submitted**
	COVER - A for Authorized Distributors/100% Subsidiary	
1	Copy of RTGS/NEFT Receipt along with UTR Number for submission of tender processing fee and EMD / Proof regarding exemption of EMD (color scanned copy of original only).	
2	Description of the bidder with contact detail as per Annexure-01	
3	List of items for which bid is quoted (As per Annexure-02)	
4	Scanned Copy of valid manufacturing license/certificate, Valid **(USFDA / European CE/ BIS or Certificate mentioned in Technical specification))** issued by appropriate authority.	

5	Submission of Manufacturer's Authorization (if quoted by bidder other than manufacturer) as per Annexure IV is mandatory within 07 days of generation of Purchase Order (PO). In case of non compliance with the above conditions, appropriate penal action including imposition of penalties, blacklisting, and/or any other action as deemed fit by the Tender Inviting Authority (TIA) may be taken.	
6	Details of nearest Local/Authorized Service Center (As per Annexure-06).	
7	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per Annexure-07)	
8	In case of 100% subsidiary company, CA/CS certificate (having UDIN) confirming 100% subsidiary status(Annexure-11)	
9	Bidder should submit duly filled attested pre-contract integrity pact.(Annexure-08)	
10	Scanned Copy of Import Export Certificate. (if Applicable)	
11	Turnover certificate as per Annexure-09 (UDIN is mandatory).	
12	GST Registration certificate with GST return of any 01 month out of the last 03 months preceding the month in which tender was published (online)	
13	Bank Details (Annexure-10)	
14	Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of equipment(s) offered.	
15	Self-declaration as authorized for this tender as per Annexure-12 (Indicate Item name and model too).	
16	Other relevant certificates/documents (if applicable)	

S. N.	**Particulars**	**Submitted**
	COVER – B	
1	Make and model of the equipment (mandatory)	
2	Brochure/Leaflet/Literature/Manual	
3	Technical data sheet of the model quoted (required parameters highlighted by marker)	
4	**(USFDA / European CE/ BIS or Certificate mentioned in Technical specification)** /CDSCO/Other relevant Certificates mentioned in eligibility criteria/Specification of tender document indicating Quoted Model.	
5	Valid CPCB Clearance/AERB clearance or any other statutory certificate for Item (Model) quoted as necessary (Whether asked or not in bid document) (if applicable)	
6	Product specification in specified column of Annexure–13. Suppliers/Bidders have to give technical compliance statement for each clause of tender specification in the	

	form of Yes or No. Any deviation should also be mentioned clearly in the tabular form. Bidders should avoid writing words like "As per compliance, complied/comply, As per tender specification, copy and pasting of tender specification as it is without mentioning any deviation (If any).	
7	Supplier must specify clearly on their OEM letter head whether the equipment is open/closed system (This is for information only).	

COVER – C		
S. N.	**Particulars**	**Submitted**
1	Annexure – 14 Part A (Mandatory)	
3	Annexure – 14 Part B	
4	Annexure – 14 Part C (Mandatory)	
5	Cost of Essential Consumable/ Accessories: The supplier should draw up a cost of high usage and high value item/ components and Essential Consumable/ Accessories along with estimated quantities of usage in the initial period of the operation. The Essential Consumable/ Accessories, unit price and quantities shall be submitted by the bidder and indicated separately.	
6	Proof for justification of prices (if any)	

Note: This checklist is for bidder's own use only and not to be uploaded in E-Procurement site. It does not mean that it is the final document list and it is merely a helping aid. Bidder must read each & every page of tender document carefully for complete list of documents to be uploaded/attached, for establishing their eligibility (Cover A), requirements of Cover B & C respectively.

ANNEXURE-26

SCHEDULE OF REQUIREMENT

S.N.	Item code	Item Name	Qty.	EMD (in Rs.)
1	EQPLINAC01	**LINAC MACHINE WITH ALL ACESSORIES**	1	2400000

ANNEXURE-27

SPECIFICATIONS

1. LINAC MACHINE

23. **Technical Specification:-**

1. 6 MV Linear Accelerator with IMRT, VMAT & IGRT with TPS & OIS

6 MV Linear Accelerator with IMRT, VMAT & IGRT with TPS & OIS	*SPECIFICATION FOR SUPPLY, INSTALITION AND COMMISSINONING OF A SINGLE ENERGY HIGH-END LINEAR ACCELERATOR WITH IMRT, VMAT,IGRT, OIS & TPS* *GENERAL SPEIFICATION:-* 1. *Machine shall be typed approved by A.E.R.B.* 2. *The unit shall meet all the radiation safety standards & Quality Assurance of its mechanical, electrical and electronic provisions set by regulatory bodies (AERB)* 3. *System shall have all safety interlocks as per AERB guideline.* 4. *System shall comply international standard protocol for IMRT, VMAT, SRSR, SRT, SBRT applications and upgradable if any innovative capabilities. FDA and CE certificate must be provided.* 5. *Company shall provide certificate of trouble free operation of machine from existing five users.* 6. *The Supplier or its Indian National representative company should provide one certified service engineer permanently at Bilaspur/Chhattisgarh.* 7. *It should be the latest model of the machine with latest technology. It must not be a refurbished or second hand unit. No Higher technology should be available at the time of tender if it is not latest tender will not be accepted. The date of manufacturing of the unit should be within 01 year before installation.* 8. *Year of introduction internationally.* 9. *Year of introduction in India.* 10. *It shall be brand new machine supporting documents to be furnished at the time of delivery of machine* 11. *Terms and conditions of the company will not be accepted.* 12. *Company should provide the certificate of life of machine in the pre-qualification bid.* 13. *Company will be responsible to run the machine throughout the life of machine* 14. *Company should give the undertaking for supply of spares till machine life* 15. *Company should provide the list or 3rd party supplier with complete postal address and warranty cards of the products.* 16. *WARRANTY /GUAARANTEE FROM THE DATE OF COMMISSIONING* *Single Energy 6MV Linear accelerator Systems Including consumable, software, treatment planning systems*	*For Patient treatment and Research Purpose*

I

and dosimetric equipments supplied, shall have warranty/guarantee of three (03) yrs and maintenance of five (05) years from the date of commissioning approval. Certificate against manufacturing defects of materials and workmanship. Warranty/Guarantee must include all third items also.

17. *Insurance coverage should be F.O.R SCI Koni Bilaspur, up to commissioning.*
18. *All software up-Gradations to higher version with all added features and hardware up gradation (if required) o workstations and server shall be provided free of cost during warranty period*
19. *Company should be responsible for commissioning and handing over the machine to institute in fully running (proper working) condition.*
20. *Installation and commissioning will carried out by the company/it's authorized agents at no additional cost (fre of cost)*
21. *Company must quote the CMC/AMC charges for the life period of the machine after expiry of quoted guarantee/warranty period. The CMC/AMC quotation must include all third party items also.*
22. *CMC/AMC includes 4 routine preventive maintenance visits and all breakdown visits for machine and all third party items. 25% of CMC/AMC charges will be paid after each PMC Visit if company fails to do AMC/CMC charge per day.*
23. *Company should provide uptime warranty of 300(12hours/day for 300 days) days/year during warranty and service contract. In case of failure a compensation amount (in Rupees)/ day or part thereof for the lost day will payable to second party. Compensation clauses are as per state purchasing rules.*
24. *Training:*

    At least 2 week clinical training for 2 radiation oncologists(each for a minimum period of one week) & At le 2 week clinical and physics training for 2 medical physicists (each for a minimum period of one week) in a reputed institution, where such advanced installations are available and in clinical use.

    Onsite application/user training by expert: For RT staff for at least 2 weeks or to the satisfactory by Departme

    Onsite training for QA/dosimetric system/ softwares by expert: Medical physics team as applicable.
    All expenditures of these training will be provided by the supplier.
25. *Company shall make free replacement of damaged parts within 15 days during warranty at no additional cost.*
26. *In case of any replacement during warranty/guarantee period all formalities such as essential license AMI and DE certificate etc connected with such import of replacement shall be compiled with by the second party. However, the payment of clearing and transportation charges shall be borne by the first party/successor of the first party on such replaced items.*
27. *Company must provide the complete list of items required for proper functioning and smooth running of machin If any of the listed items is not included in technical specification then it is the responsibility of company to incl such item/items for supply and must include the cost of these times in price bid.*
28. *In case of Indian representative (Agency/company) of principle changes it shall be responsibility of principle to run machine till its full life. Principle Company should submit declaration for this.*
29. *Proof of all & every statement certificates should be enclosed from the principle.*

30. *Networking and configuration with existing & procuring equipment should be done by vendors at their own cost. No extra payment will be made to vendor for this work.*
31. *The company should be responsible for installation, commissioning, maintenance and down time of the machine, software, accessories and networking which is helping directly and indirectly in proper functioning of the machine.*
32. *Company or supplier should have established a direct operation in India with full fledged and on the ground clinical, service and sales teams. Remote diagnosis/access facility should be available.*
33. *Last purchase price of same quoted equipment from at least 2 purchasers should be provided along with supporting documents and compete address and telephone numbers.*
34. *Payment terms: Payment shall be made as per C.G. sore purchase rules.*
35. *Quoted price should be on F.O.R. SCI Koni Bilaspur basis. Price shall be quoted in Indian rupees (INR)*
36. *C.G. Govt. Store purchase rules are applicable.*
37. *Company should provide the supply, installation & commissioning time.*
38. *Prices including CMC Charges should be quoted in Indian Rupees.*
39. *Prices quoted for optional items/future upgrade shall be valid for two years after installation.*
40. *In case of Indian engineer of principle changes it shall be responsibility of principle to run machine till its full life.*
41. *The day machine arrives (after the room construction is over) the firm will complete the process of installation and commissioning of machine as per time period provided by them in pre qualification bid. Any delay beyond that will be penalized to firm @ 5 lakh (Rs.500000/-) per month or revised panality rates as per state purchasing rules. If any delay is due to purchaser then that period will not be included for penalty.*
42. *Chiller room responsibility (Installation, Maintenance, off time etc.) should be of company. However The chiller room shall be constructed and finished in all respects in including fitting of A/C by the institute which comes under turn (construction)*
43. *Chiller room architectural drawing and other details should be provided by company.*

SPECIFICATION FOR SUPPLY, INSTALLTION AND COMMISSINONING OF A SINGLE ENERGY HIGH-END LINEAR ACCELERATOR WITH IMRT, VMAT,IGRT, OIS & TPS

Specific Conditions:

Please quote latest state-of-the-art machines capable of delivering advanced high precision Radio Therapy with high throughput. Given below are minimum requirements. Equipment with Better specification shall also be considered.

Single Energy High End Linear Accelerator

- *The latest state-of-the-art Clinical Linear accelerator machine capable of delivering advanced high precision machine with the capability to deliver all the below always as Image Guided Radiation therapy (IGRT)*

- *Intensity Modulated Radiation Therapy (Non-rotational IMRT) from select beam orientations*
- *Fan-beam based helical IMAT or Cone-beam based Volumetric Arc Therapy (VMAT/Rapid Arc)*
- *3-D Fixed beam CRT (3D CRT)*

High quality radiotherapy with high throughput is the criteria and hence the machine should provide an absolutely collision proof ring gantry design. While delivering high throughput, it is desirable that the radiotherapy delivered will provide high quality plans and hence innovative features of the core hardware that would support / enhance High precision radiotherapy, Operational Ease & Safety, Automation, and high throughput is essential. It will also provide -general Requirement

- *Simplified User interface*
- *A location specific design that reduces the environmental requirements*
- *Supports the Departmental Quality Assurance processes*
- *Imaging / Treatment planning integration*
- *Data integrity and workflow support*

Authorised Signatory
(Medical Physicist)

If vendor has any innovative model that would enhance above capability, then the same should be quoted		
	ESSENTIAL PARAMETERS	
	Parameters	*Specifications*
1	*Photon Energy*	*Flattened Photon Beams - 6 MV, AND/OR 6MV FFF Preferred would be HIM (high intensity mode). Please specify beam energy stability.*
2	*RF Source*	*Magnetron / Klystron. Please specify*
3	*Waveguide Type*	*Standing / Travelling, Please specify*
4	*Electron Gun*	*Sealed / Unsealed*
5	*Treatment Modes*	*Normal - TSD / TAD*
		Rotation - CW / CCW
		ARC - CW / CCW
		Dose rate - MU/degree
6	*Dose-Rate*	*Photons: Flattened Beams : 100 - 600 MU/min in steps or higher dose rates. Please specify. AND/OR In case of Unflatten Beam (HIM) : ≥ 800 MU/min or cGy/min. Please specify Dose rates with different setups : Please specify for conventional and Inverse planning*
7	*Depth of Dmax*	*Please specify*
8	*Field Size - Photons*	*Maximum: Please specify, if your model has any innovative way of treating bigger field-sized portals, please specify and provide the details*
		Minimum: Please specify.
		For cone beam configuration : 28 x 28 cm2 (or more) Please specify.
		For Fan beam configuration (Fixed Jaws), Please specify: 1.0 cm X 40 cm 2.5 cm X 40 cm 5.0 cm X 40 cm

		Penumbra: Please specify
		Stability of flatness with gantry rotation, please specify (Not applicable for FFF beam)
		IEC scales for entire field sizes : specify

9	*Focal Spot size*	*≤3 mm dia. at the X-ray target. Specify*
10	*Beam Symmetry*	*±2 % for 10x10 cm2 and above*
11	*Beam Performance Specification*	*Please specify the below :* *i) Dose output/ MU v/s Dose Rate* *ii) Dose output/ MU v/s Total Dose* *iii) Dose output/ MU repeatability* *iv) Dose output/ MU v/s Gantry angle* *v) Dose rate and stability* *vi) Flatness(Not applicable for FFF beam) and Symmetry* *vi) Quality index of beam*
12	*Mechanical Performance Specification*	*Please specify the below:* *i) Gantry and collimator isocenter accuracy* *ii) Gantry couch and collimator isocenter accuracy*
13	*Gantry –*	*Gantry Type - Ring Gantry*
		Rotation: CW/CCW . Please specify
		Rotational Accuracy ≤ 0.3°
		SAD, Isocenter Height, position indicators, axis of rotation: specify
		Read out - Digital and/or Mechanical
		Accuracy dig-readout ≤ 0.5°
		Gantry- *Gantry/target should enable fast rotation & Gantry/target rotational speed in Rotations Per Minute (RPM):* *Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability, if required*
		Linac system should have high speed imaging and treatment efficiency. Please specify
		Control -Please specify
		Gantry Rotation Isocenter accuracy ≤1-2 mm dia. Sphere. Please specify.
		Mechanical Isocenter accuracy ≤1-2 mm dia. Sphere. Please specify.
		Gantry aperture / bore diameter ≥ 85 cm. Please specify
		Target - Axis Distance (please specify)

		Inbuilt beam stopper to reduce shielding requirement as per NCRP report No. 151. Pleasespecify
14	*Collimator*	*Rotation: Please specify*
		Rotational reproducibility: please specify
		Readout accuracy: Please specify
		Collimator Rotation Isocenter ≤2 mm dia. Sphere : Please specify
		Rotational speed : Please specify
15	*Asymmetric Collimators*	*X & Y both planes : Please specify* *Field size for clipped and un clipped: specify*
		Dynamic Jaws treatment: Please Specify

16	*Multi-leaf collimator (MLC)*	*MLC that enables high modulation with low leakage for every field or arc. Please specify*
		MLC Technology used to reduce Interleaf Gap Leakage for Low dose spillage to patient should be Advanced. Please specify?
		MLC specification for leaf pair and resolution for conformal, IMRT, VMAT: specify Leaf width at isocenter ≤ 5 - 10 mm. *Please specify with published Scientific/clinical journal (top indexed) proof for advantage and applicability over other entrants, if required.* *(Also Type Approved certificate should be submitted along with tender docs)*
		Leaf Transmission, please specify:
		Independent drives for each leave
		Minimum leaf width : Please specify
		MLC Leaf Position accuracy ± 1mm
		Specify following parameters:
		Max. leaf retracting position
		Maximum leaf retract position
		Over center travel of MLC leaves (> 10 cm) for IMRT, VMAT AND 3D treatments
		Non rotational IMRT using selected beam orientation, please specify
		Max. field length
		Leaf height & material.
		Penumbra
		Transmission
		Interleaf leakage
		Leaf position accuracy
		Max. carriage speed(If applicable)
		Max. leaf speed and over travel
		Positional accuracy of the leaves during treatment.

		Maximum interleaf leakage
		Maximum leaf alone speed
		Maximum leaf and carriage speed(If applicable) when move in the samedirection
		Leaf interdigitation (Y/N) Independent leaf and carriage motion(If applicable) (Y/N)
17	*All safety Interlocks & Indicators*	*Please specify:* *1) Treatment room door* *2) Emergency cut off* ***3) Wedge filters and tray position (If applicable)*** *4)Rotational therapy interlocks and key switch* *5)Vacuum, pressure, high voltage, warm-up interlocks* *6)RF, symmetry, high voltage protection, excess dose per pulse- interlocks*
18	*Treatment Couch*	*Indexed IGRT couch top configuration, accuracy and IEC scale : Please specify complete configuration*
		Please specify : *i) Lateral Travel Range* *ii) Longitudinal Travel Range* *iii) Vertical Travel Range* *iv) Rotational Travel Range (If applicable)* *v) System for robotic control (in all 3-translational and all 3-rotational, If applicable)* ***vi) Remote control robotic correction facility w. r. t all translational and all rotational couch shifts (If applicable) from CBCT and orthogonal image acquisition.***
		Electrical backup and or Mechanical Control (in case of power failure): Please specify
		Control-Local and/or Remote
		Fully Carbon Fiber table top. Should have option for providing tools for fixing immobilization devices. *Please specify:* *1) Load capacity(Lbs)* *2) Low irradiation transmission factor* *3) Table top & attached universal clamps and straps* *4) Couch pitch type (If applicable) . Please specify*
		Couch Collision detection system, please specify
		Couch Sag if any - Please specify
		Scale convention (IEC or other): Please specify
		Manual retraction of couch: In case of power failure
		Electrical backup & Mechanical Control (in case of power failure)
		Minimum height from floor – specify

		All three motion controls should be available: i) Manual ii) Auto iii) Remote
		Laser alignment system & other regular Accessories : Please specify: 1) CCTV HD cameras & two way communication systems 2) Patient position related digital camera 3) Inbuilt/external Laser alignment system(Green laser: 03 cross & 01 saggital 4) In room LED color monitor with appropriate display
19	Automation andAnti-Collision features	AFS (auto field sequencing) should be available.
20	Machine QA Application	Automated Daily machine performance QA check system. Please specify (Y/N) Please list all the parameters that are checked during this Process.
21	On board Imaging for IGRT :	All Treatments should be Image Guided Radiation therapy (IGRT) with Both-On Line and Off Line matching facility 1) imager performance and integrity Latest hardware and software: 2) Imager specification(kV/MV) full details 3) Latest Software for analysis (MV/ KV/ DRR): Please specify
22	Portal Imaging:	To verify the accuracy of the planned radiotherapy field, an integrated portal imaging system must be provided. It Should fully integrate with Accelerator & able to take acquire images at any Gantry angles (Higher the specification is much preferable, as latest facilities/ version is offered). The radiation portals acquired by imaging system should be able to compare with the simulator portal view. The portal imaging system must be able to provide the information about tumor dose/ MU for verifying accuracy of the planned RT filed. Equivalent Solution is entertained only based on maneuver and uptime, on submitting proof for advantage and applicability over other entrants.
		kV/MV imager performance, high resolution and full integrity based technology : Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability of same segment over other entrants .
		All necessary and complete list of QA tools for EPID (All latest facilities/ version)
		EPID visualization system workstation, software with 27 inch or more LED workspace with software licenses
		Calibration and setup process and list of tools
		Set up possibility : specify 1) Printing multiple images 2) High end Image matrix, Detector panel size should be 40cm X 30 cm or higher 3) Multiple viewing systems 4) Grid overlay 5) Storage, RT image sending& receiving facility 6) DICOM RT support 7) Image annotation 8) Calibration and Set-up: Describe the Calibration technique, set-up time and preventative maintenance procedure for the system, including a statement of the frequency with which these tests and procedures must be performed and any tools which are required shall be supplied.

		Should have latest Digital technology with High Resolution Imaging (Amorphous silicon flat panel technology) - please specify, Bigger panel size is preferred. Please specify
23	*Portal Imaging andFluence based Patient specific QA/IGRT application*	***All necessary & complete QA/phantom tools for Integrated Portal Imaging and Fluence based Plan specific QA application for all techniques and for Flattened and or unflatten beams has to be provided to fulfill QA requirements by regulatory body): Please specify***
	CBCT/FBCT- Imaging	***Should have Cone beam/fan beam CBCT (KV and or MV) as regular item. Please specify***
		Fully integrated with latest R&V system and TPS. Please specify
		Auto-Image matching feature. Please specify
		imaging dose: Please specify
		Field of View for Imaging: please specify
		CBCT must be quoted with below capabilities: *1)CBCT image performance and all specifications* *2) slice thickness and CBCT work load* *3) 3D CBCT with both On-line and Off-Line matching capabilities(2D/3D)* *4)CBCT for adaptive planning* *5)CBCT for structure deformation* *6)CBCT for dose deformation* *7) CBCT dose should be accounted for patientdose.*
		Please specify the possibility of the below (All latest facilities/ version) *1. kV/kV* *2. Fluoro* *3. Extended CBCT* *4. Imaging during treatment* *5. Specify field of view*
	Iterative – CBCT	*Optional and should be upgradable to in future.*

24	*Advanced Imaging Applications*	*Below Advanced imaging applications to be provided :* *i) All images taken in treatment room must be in DICOM format and readily available at TPS (treatment planning system) for IGRT planning without any additional import/export step.* *ii) Please specify image processing features* *iii) Both Auto and manual matching tools to be quoted.*

		iv) Trending capabilities on Off-Line imaging should be available v) Shifts calculated during off line image review shouldbe automatically available on treatment machine during the next treatment
25	Collision Safety Features	Please specify whether the system provides hundred 100% collision detection at all the time (both during beam on /off) i) Collision detector (Y/N) ii) Laser Guard or any equivalent anti-collision mechanism (Y/N)
		Note: If any missing item which is mandatory safety faeture for full configuration in quoted specifications, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute. Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications will be restored to single item of same category. All justifications with published Scientific/clinical journal (top indexed) proof for advantage and applicability of same segment over other entrants, are preferable, if required.
26	Advanced Feaures: Please include following capabilities • Programmable/automation: Any simplification and standardization to improving patient safety as well as reducing burden on staff (without additional cost). Please Specify • Workflow (viz import -export redundant work flow, single button Imaging etc) • Motion control (If applicable) • Tracking / Precision (If applicable)	
	Accessories	CCTV Camera (Two nos). One wide angle & one remotecontrol with remote zoom & focus facility. Patient address system (two way communication)
		Accessories: In-room Color flat Monitor LED 20" or higher (If applicable). Please Specify
		Laser Alignment System

		Manual retraction tool (manual crank) for couch incase of power failure
		As the system being a Ring gantry, there should be mechanism to monitor the patient body part that is under thebore . Please specify
		Device to verify the coincidence between treatment isocenter and MV/KV imaging isocenters, please specify (01 for LINAC)
		A device to verify MLC leaf position, jaws, couch and gantry position accuracies along with analysis software should be provided (01 for LINAC). Please Specify.
		Self check to verify beam center shift and output and profile constancy checks, please specify (01 for LINAC)
27	Dosimetry System	There shall be a separate, completely independent indicator of the accumulated dose and dose rate at the control console. System warning indication if dose exceeds the preset user defined value. Safety timer shall be incorporated to prevent irradiation from the accelerator after a fixed period of time which shall be calculated automatically or determined by user. To prevent possible over exposure due to a malfunction of the ionization chambers, an interlock system shall be incorporated to prevent operation of accelerator. The nature of the interlock system shall be such that a positive indication of the malfunction of ionization chambers shall be visible at the control console. In addition, failure of the accumulated dose indicator or a portion of the system controlling this indicator shall prevent operation of the accelerator but shall retain the last recorded accumulated dose indication. Built-in chambers. Two separate sealed chambers Precision : ± 1% or 1 MU Linearity : ±1% or 1 MU Reproducibility ±2% or 1 MU Dose Rate Dependence :please specify (If any missing item which is mandatory, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute.)
28	Beam Data	(a) Provision of photon beam dose distribution data, such as PPD, TMR, collimator and pantom scatter factors, beam profiles at various depths, isodose curves for all filed sizes, as well as flatness and symmetry profiles, for the unit which is to be installed. (b) Field dosimetry data of photon energy should be provided from other existing set up with same make amd model of unit to be installed.

29	Safety System as per IEC / AERB standards	x-ray absorbed dose due to leakage radiation (excluding neutrons) outside useful beams (As per AERB)
		Emergency switches
		Wedge filter and tray position interlocks(If applicable)
		Rotational therapy interlocks
		Dosimetry interlocks
		Last Man Out Switch
		Door interlocks & treatment (ON/OFF) /imaging warning lights etc
		Collimator transmission: as per AERB specification- please specify
		Neutron dose inside the treatment area and outside the treatment area,as per international standards
		Various Beam off interlocks
30	Leakage Radiation as per IEC / AERB standards	Head leakage. Please specify. Photon and electron contamination: Please specify
		Collimator transmission. Please specify.
		Neutron Dose: Please specify, If applicable.
31	**Treatment Planning System** Vendor should quote a solution in India that would provide the clinical teams a robust centralized electronic system to implement the same standard of care and use of evidence-basedprotocols and tools, such as cutting-edge treatment planning technologies, across all our facilities irrespective of the physical location and varying skill sets . Essentially we want to establish a value based care model (as opposed to just a volume based) in India In additional, to leverage our expert resources located in in our centers of excellence across the whole network. We want a system where our health care providing team could access the full range of our oncology solutions from anywhere and at any time. To focus on the clinical care of theirpatients and to have the ability to expand to other sites quickly, easily and effectively . (Higher the specification is much preferable, as latest facilities/ version is offered)	
	Treatment Planning System(TPS)	Single integrated unified system, consists of At least 2 number of fixed planning licenses with VMAT Planning,optimization and dose calculation capabilities At least 2 number of contouring licenses with Virtual Simulation- capabilities with Medical Grade monitor for all planning and contouring workstations
		Biological & Knowledge Based Planning (not just template based) with Multi criteria based optimization& evaluation licenses or higher version in TPS. Please specify.
		If other advanced feature exists such as Machine learning Automatic planning. Please specify, if applicable.
		Atlas and model-based auto segmentation
		Dual registration (Rigid and Deformable) connectivity between TPS and console for easy and fast performance.

			Capability of adaptive planning (online and/or offline) with dose deformation
			A comprehensive system with hardware and software capabilities for Adaptive Radiotherapy (Online / Offline), dose accumulation and dose adaptation tools to be supply
			Knowledge Based contouring tools with possibilities to add our own cases to the library along with Anatomy Atlas
			DICOM3 and full DICOM family
			DICOM RT Import/export from all existing CT/MR/PET/PACS/C-ARM etc
			Image registration (rigid and deformable)
			Dose deformation Tools
			Full and complete specify advanced dose calculation algorithm for 3DCRT/ IMRT , VMAT
			Import /export- Image/structure set/plan/ dose etc. to all Machines and integration with network. (HW/SW)
			All works stations- UPS backups online support for at least 15-20 minutes
			Latest Network and hardware requirements : Please specify *1) Processor speed, Hard drive, RAM (at least 32GB)* *2) TCP/IP protocol & DICOM 3/RT interfaces* *3) Connectivity includes remote access* *4) Flat panel monitors 32"LED & separate UPS for each workstation.*
			Note: ***If any missing item which is mandatory for full configuration and functional of TPS with quoted specifications, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute.*** ***Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications, will be restored to single item of same category.)***
		Treatment PlanningSystem Detailed features	*Treatment planning system full specifications, features & all treatment technique softwares (Auto Field Sequencing, Advanced Dynamic/static*

		Tools for the Adaptive Radiotherapy such as Dual Image registration ,Deformation tools , Dose deformation tools etchas to be quoted
		MLC Software. System with both SW in accordance to MLC is preferred,3 D Conformal Radiotherapy Planning System, inverse Treatment Planning Module, DICOM Import & Export) - Should be FDA Approved
		Please specify: Capable of performing: Conventional, 3D-CRT, IMRT, VMAT, SRS, SRT, SBRT, IGRT with DICOM compatibility.
		Networking system (Latest version) :please specify

			[A] Photons: Please specify the types of algorithms provided
			Virtual simulation using the software and licenses for virtual simulation feature and for controlling moving lasers shall be provided.
			DICOM READY Image Networking
			Floating Licenses not acceptable
			Software Specifications for IMRT, VMAT, SRS, SRT techniques
			Dosimetric data for IMRT, VMAT ,and 3D fields must be transferred from RFA.
			Conventional standard beam data for photons must be stored and modification of it for IMRT, VMAT and conformal treatment must be done.
			Patient anatomical data transfer : Specify Beam mode and Beam Data transfer system.
			The patient data must be transferred from CT/MRI, Simulator (in the form of Fluoroscopic image and CT/MRI slices) via DICOM, CD & DVD's, and other suitable medium.
			Data from CT/MRI slices must be transferred via film Scanner, digitizer &direct from CT/MRI Scanners, Simulators & RFA.
			The system must select more than or equal to 100 images per patient andto do real time multi-planer reconstructions from original CT/MRI/PETCT image datasets.
			The system must have auto contouring of external and internal organs from CT/MRI images either taken fromCT/MRI film or via other mode of data transfer as mentioned above. Fully automated system will be preferred.

			Achieving Data-Sufficient number for all days i.e. Monday to Saturday.
			Planning :
			GEOMETRIC PLANNING: System must have auto contouring of organs. After dose prescription and fractionation scheme system must create geometri treatment plan with 3-D visualization and virtual simulation.
			Latest advanced rotational and fixed beam IMRT inverse optimization software, please specify
			Image registration for all diagnostic modalities - rigid & deformable algorithms, please specify
			GPU based dose calculation
			DOSE OPTIMIZATION: System should have provision to generate the treatment plans from templates. *Full features of Optimization engine: Please specify* *1)Define dose volume constraints* *2) Optimization parameters & Evaluate optimization.* ***3)3D fast photon dose calculations with homogeneity corrections*** *4)Monte-carlo or equivalent based TPS is preferable (Higher the specification is much preferable, as latest facilities/ version is offered)*

		DOSE CALCULATION: System should be able to provide dynamic/ Step and shoot via IMRT, VMAT, 3D treatment planning, SRS, SRT & licenses for Fluence map to be exported on DICOMRT format. *Dose calculation , with Accuracy or higher:* *1) Photon fields in typical clinical setup :± 2 – 3%* *2) Photon beam reconstruction model : ± 1%* *3) Oblique correction : :± 1 – 2 %* *4) DVH sampling : 1 mm* *5) 3D margins* *6) Auto margins for blocks in BEV : ± 2 mm at isocentre* *7) Dose calculation grid user selectable from 1.25, 2.5, 5 or 10 mm* *8) Dose calculation matrix of at least 160 x 112 x 100 points* *Please specify in detail :* ***1) All necessary interfaces for transfer of treatment plans to treatment delivery unit*** ***2) 3D dose calculation for co-planner and non co-planner photon plans*** ***3) Allow multiple patient planning options*** ***4)Beamhardening in metallic wedges option(If applicable)*** ***5) EDW and MW support (If applicable)*** ***6) Supported treatment techniques*** ***7) Plotting of plan in a user selected scales.***
		PLAN, REVIEW & EVALUATION: It must provide 3D dose Visualization and differential & cumulative DVH analysis tools to review the plan.
		PLAN IMPORT/ EXPORT filters : please specify
		The inverse planning system should be complete in all respects and beable to perform static/ dynamic MLC

		The system should have a fast multi-colour plotter to print-out various data and Isodose curves Knowledge based fully automatic contouring system should be provided.
		3D, IMRT and VMAT Teletherapy Software Features

			Contouring : *For Volumes definition, please define:* *1)Volume Segmentation using threshold* *2)Free hand contour tracing, Contour editing, 3D anistrophic Margins etc* *3)with Free hand contour tracking or Advanced Volume segmentation usingthreshold in2D or 3D or with pre-defined shapes.* *4)Variouscontour editing tools to modify the contour at any plane should be possible. 5)facility to contour in Axial,Sagittal, coronal or in any oblique planes* *5)facility to contour in Axial,Sagittal, coronal or in any oblique planes* *6) Manual, semi-automated,fully automated contouring / segmentation in the images.*	
			The software should have facility for automated uniformor nonuniform margins. For example it should be possible to expand the clinical target volume (CTV) three dimensions by same magnitude or bydifferent magnitudesto define the planning target will be considered as not meeting the requirements.	
			It should be possible to copy one organ to another with margin, add margins on a single slice, a range of slices or all slices.	
			It should also be possible to interactively edit the contours with user choice of segments to reject or accept.	
			Interpolate algorithm should be available to provide interactive, shape based interpolation – i.e. after contouring only in Selected slices, the algorithm should automatically interpolate the closely fitting contours in other slices Interpolated contours may be edited: accepted or rejected.	
			The DRR / BEV image should display the machine diagramto allow real – time checking of machine and patient geometry.	
			Auto- outlining with Non-Uniform Margins.	

			Facility to contour on coronal and sagittal and on any arbitrary planes.
			Image Fusion Software:
			This should include automatic and interactive image registration and fusion of CT with MR / PET / NM images for treatment planning.
			This should include real time image reformatting and fully automated image alignment.
			3D Fusion display with delineation of target in the fused image should be available.
			Beam Placement and Definition:
			It should support extensive beam shapers (shielding blocks, etc.) and beam definition methods manual or automatic beam placement tool Tools for real time checking of machine geometry.
			Beam shaping should be possible in multiple ways like automatic shielding black definition conforming to selected volume, definition as aperture or shielding, manual freehand definition, automatic collimator jaw or multi leaf position definition etc.
			DRR features:
			Interactive DRR calculation mode must be available Automatic window width / level selection for DRR
			DRR should be interactively updatad when the isocenter positions modified should be possible to highlight or suppress different density regions in the DRR printing of DRR images should be possible
			DRR presets should be user defined Macro function to save a series of frequently used steps should be available Specify DRR image enhancement tools to improve DRR image quality Reconstruction of DRRshould bereal-time or subsecond
			Direct printing of DRR on laser film should be possible.

			Real-time displays of DRR as beam parameters are changed.
			It should be possible to transfer DRR and BEV images to EPID of Linear Accelerator.
			Depth Control in oblique projections must be possible.
			Cross-hair display on DRR to provide scale information
			support of assymmetric collimators and/or multileaf collimators(MLCs)
			(MLCs):
			It Should be possible to define this asymmetric collimator feature, where both the X- and Y- pairs of jaws are asymmetric.(If applicable, Please specify)
			The software should allow multi-leaf collimator placement for performing rotational IMRT and VMAT.
			Isocenter management:
			The Software should support separate isocenters for multiple target volumes or general regions.
			Marked and final isocenters should be reported and displayed in the Localization package for easy confirmation of a physical simulationsession
			Hardcopy of the isocenter coordinates should be possible for record of the Simulation
			No limit on number of isocenters per target.
			VOLUME RENDERING:
			3-D view and volume rendering capabilities
			Post processing features like Volume Rendering, Real-time multi-axial volume reconstruction, 3D surface rendering, color 3D should beavailable
			It should allow completer 3D volume to be defined including complex3D volumes, user selectable multi-images views, Beams Eye View, DRR etc.
			Data Import / Export: System should be able to export image, volume and plan data in DICOM 3.0 standard along with all Radiotherapy specific dataand private objects,DICOM RT plans and data sets.

		System should be able to import DICOM RT data. It should be possible to define the absolute dose to a specified point for each beam or MUs or time (isotope base machines).
		Should have in homogeneity and bolus correction.
		Should include various Dose Volume Histogram tools like Cumulative and differential histograms.
		Comparison of requested Dose Volume Constraints versus achieved Dose Volume Histogram results.
		Volumes may be displayed in absolute or relative terms.
		Should be possible to Export plans in RTP Connect format.
		The inverse Treatment planning Software must
		Optimization using dose volume constraints for targets (s) and organ (s) at risk with gradient based search of objective function.
		Leaf sequencer, integrated in the optimization loop, to create deliverable treatment unit MLC segments from theorefical fluence usingSMLC delivery.
		Sequencer uses know geometric treatment unit limits for collimator jaw and MLC leafs.
		Also should have the DAO optimization module built in.
		Should have DICOM 3, DICOM RT export / Import
		Should have NTC / NTP or equivalent EUD calculations consideration
		An additional Workstation will complete Contouring and plan evaluationfor training and testing purposes.
		Please specify full integration and technology, real time high resolution for IMRT , VMAT, VMAT, FFF treatment
32	Portal Dosimetry	Stand alone advance Volumetric dosimetry system with high resolution detectors for Patient specific fluence/dose verification for SRT/SBRT/IMRT/VMAT [compatible for flattened and un-flattened beams]: • Detector type, array & Geometry – please specify: (Ionisation chamber or diode) • Spatial resolution: please specify • Complete portal dose Analysis Software with 3D dose overlay on patient CT images: please specify • Dosimetry & Interface cables: Please specify

		• Buildup material: please specify •Latest hardware & software and software support full details and test tools along with Laptop(Medical Grade monitor): please specify (Qty:1 nos with color printer)
33	Precommissioining	**Machine should be pre-commissioned with ready beam model for treatment planning system, please specify**
34	Control console	A computerized controlled console must be provided outside the treatment room. All the functions and modes of the accelerator must be software controlled. This console provides that must be activated in order for the accelerator to become operational in any of its various modes of operation and also provide displays of all parameters. Manual operation must be provided in case of any software malfunction. Please specify features of control console: 1)Controls of console and mode of operation 2)Total dose display in terms of MU 3)treatment set time & back up provision 4)Modes: selection, Interruption and completion 5)QA mode along gantry rotation 6)Dose rate, dose counters, total time counter 7)System calibration and servicing 8)Event logging 9)Treatment couch base analysis with positional accuracy 10) Control console displays: gantry, collimator, couch rotations, collimator jaw setting and couch motions including lat, vertical, longi and turn table rotation about isocentre. 11) Control console adjustments
		Control console displays, adjustments, display LED moitors 27 inch or more with back up at least 15-20 mins
35	Connectivity	**Please provide details to full access of connectivity of LINAC system: Including RTP network, import image and all plan data including RT plan dose matrix, RT dose points & support for different image modalities(at least CT, MR, PETCT,and USG(if possible) for target and critical organ delineations, Integrated planning, virtual simulation, supports all radiotherapy DICOM –**
		RT imports/exports, connections to TPS and all existing networking system, LAN, NFS, TCP/IP, Ethernet etc.
36	Import filters	**Please provide details to full access of connectivity of LINAC system: Including DICOM RT, DICOM 3.0, ,Image transfer via LAN(FTP), CD-ROM,film scanner, Dosimetric beam data from all brand name water phantoms(Wellhofer, RFA, PTW, CRC etc)**
37	Output filters	**Please provide details to full access of connectivity of LINAC system: Including DICOM RT, DICOM 3.0,block data vis DICOM, linked to R&V system etc.**
38.	**Oncology Information System:**	
		We want a solution in India that would provide the clinical teams a robust centralized electronic system to implement the same standard of care and use of evidence-based protocols and tools, such as cutting-edge treatment planning technologies, across all our facilities irrespective of the physical location and varying skill sets .Essentially we want to establish a value based care model (as opposed to just a volume based) in India In additional, to leverage our expert resources located in our centers of excellence across the whole network. We want a system where our health care providing team could access the full range of our oncology solutions from anywhere

and at any time. To focus on the clinical care of their patients and to have the ability to expand to other sites quickly, easily and effectively. Higher the specification is much preferable, as latest facilities/ version is offered.
Please specify all full and complete features of state –of –the art Oncology Information System includes:
1) Software service agreement for 10 yrs, In addition compatible latest hardware to these releases to be provided at no additional cost.
2)Options and capabilities by Oncology Information System/ record and verify system
3)Storage capacity: please specify
4) All required interfaces and future networking options : Import /export- Image/structure set /plan/ dose etc. to all machines and integration with the network. (HW/SW)
5)Backup for data archiving: please specify
6) Comprehensive anti-virus softwere for 10 yrs-(If applicable)

Patient record & verify system- Total 3 Workstations to be offered
Transfer all parameters from TPS,-Simulator to Accelerator for automatic treatment setup & delivery shall be done
Transfer of portal imaging system data for comparison
Transfer & execution of MLC position parameters for normal treatment & IMRT treatment techniques from treatment planning system should be provided
The LINAC should have Automatic QA check feature for the positional accuracy of gantry, collimator, MLC and jaws and beam constancy with clear pass/ fail criteria
Manuals/data books: Operator, System and Schematic manuals
The system should be capable of rendering complete paperless atmosphere

39	Essential Spare Parts	Provide the list of standard spare parts supplied with the machine.
40	Up-gradation/ Up-dations	Software Accessories (SSA), If applicable
41	UPS	UPS: for all above systems (for minimum of 15-20 minutes)
42	Other Features	Machine Auto Calibration, Please specify
		One Button CBCT, Please specify
		Delta Couch Shift, Please specify

		OPTIONAL
		INSTALLATION REQUIREMENTS
43	Installation requirements: Physical Dimensions and Weights	Please mention complete list of Installation requirements.
44	Installation requirements: Generator set	Complete kit of all requirements for installation & Pollution control board certificate with high mounting exhaust
45	Electrical Requirements	Load – Standby
		Ready
		Beam ON
		Input Voltage -Typical International:
46	Water chiller :Cooling systems for	Water / Air: Please specify
47	Centralized AC	Please specify complete requirements

	the LA		
48	Specify details	Flow	
		Maximum Input Pressure	

49. Additional Information:
No. of similar models: India / World (enclose list of institutions)
No. of installation of quoted Linear Accelerator (minimum 5 clinical installations in last 3 years): Contact details of the end user need to be provided with their service satisfactory report. It is highly recommended & expected previous installations/purchases reports are from government institutions like AIIMS, TMH/TMC, SCI, TCCC or premier Govt. Medical College in India.
No. of certified engineers in India(enclose list of names)
Remote Diagnosis Facility (India / Abroad) availability
Compliance column may be filled with relevant data, figures, range etc. as applicable. Do not just mention "YES / NO / Complied". Company should have established a direct operation in India with full-fledged and on the ground clinical, service and sales teams

50	SCOPE OF WORK FOR SITE REQUIREMENTS (If required)
50.1	General Requirements
	The Supplier should inspect the proposed site offered by the Consignee, wherein the LINAC has to be installed. They are required to submit the plan for the project. The scope of work includes complete Electrical connectivity for the proper functioning of the LINAC. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from AERB. The Supplier should provide further all electrical work related drawings to institute through proper channel, for user institute records. In connection to Wall finishing& flooring false ceiling, Air-conditioning, furniture (in and around LINAC installation), the supplier has to assist with constructing agency through proper channel.
	The cost of the site modification work(if required) should be quoted separately and this cost will be considered for L1 calculation.
	The system should be installed and handed over in working condition with all work undertaken by the vendor in consultation with the user dept.
	Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 16 TR HVAC is included for L1 calculation of the bids.

	The LINAC facility shall consist of the rooms as approved in AERB layout such as main LINAC room ,Console room, UPS room ,Mould Room etc.
	The supplier shall be required to specify the total load requirements for the LINAC centre including the load of air conditioning, room lighting and for the accessories if any. The mains panel and distribution panel for HVAC and LIGHTING should be provided by the supplier /the firm installing unit. ***All necessary WORK of cabling like LAN, DICOM & PACS for data interface between TPS and linac; CTsimulator & HDR brachy system, ct-simulator & linac, internal wiring (including that of telephone, LAN, DICOM & PACS), The earthing cable/wire design(routed end-to-end through an insulated conduit), FLRS should be provided with adequate number of terminals.***
50.2	*The Electrical Works: (By the supplier in consultation with the constructing agency)*
	Wiring – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make as listed below.
	All necessary cabling like LAN, DICOM & PACS for data interface between TPS and linac; CTSIMULATOR & HDR BRACHY system, CT-SIMULATOR & LINAC should be provided with adequate number of terminals.
	All the internal wiring including that of telephone, LAN, DICOM & PACS etc will be concealed variety.
	Earthing: Double-Earthing shall be provided with copper plate for the LINAC and all accessories like UPS. The earthing for the AC should also be done by the suppliers or by constructing agency should be decided in consultation with the firm installing unit. *The earthing cable/wire shall be routed end-to-end through an insulated conduit.*
	Switches light and power points should be of modular type and of standard make as listed below
	General lights – Ceiling mounted LED lighting panels, recessed 600 x 600mm type should be provided. Light dimming facility should be provided wherever it is necessary.
	All wires used must be FRLS (Fire Retardant with low smoke) type only.
50.3	*AIR CONDITIONING WORKs: (16 TR HVAC) (By the constructing agency should be decided in consultation with the firm installing unit)*
50.4	*FLOORING WORKs : (By by constructing agency should be decided in consultation with the firm installing unit)*
50.5	*WALL FINISHING & PAINTING : (By the constructing agency should be decided in consultation with the firm installing unit)*
50.6	*FALSE CEILING: (By the constructing agency should be decided in consultation with the firm install unit)*
50.7	*FURNITURE: (By the constructing agency should be decided in consultation with the firm installing unit)*

51. Optional/Complimentary Accessories Items:

Vendor shall provide Machine Specific Dedicated QA device for daily, weekly and monthly QA, and calibration phantoms for daily QA. Quality Assurance Test: A list of daily weekly, monthly, yearly QA test as well as commissioning full requirement must be provided. Each test must be described in detail with hard and soft copies. please specify

The critical accelerator operational parameters shall be recorded for each of the QA test ran and a report of these parameters can be printed at the end of the completion of QA procedure. (To be supplied with LINAC which comes by default cover with in price, if applicable)

52. Service, Terms & Conditions related Comments & Clarifications for Tender Participants:

Comments/Queries related to	Clarifications
Penalty for service during warranty/ cmc period *Warranty/defects liability period – Comprehensive maintenance contract (CMC)-* *Payment Terms- Site modification –* *Performance guarantee-* *CGMSC logo & equipment identification sticker packaging details-* *Conditions of contract :liquidate damage- Delivery and documents –* *Transportation, insurance - Taxes and other statutory duties* *Debarment of Firm participation subjected to any procurement process*	**As per C.G government purchase rules & are under scope of Tender Inviting Authority(TIA)/CGMSCL** 8.12.25

Chhattisgarh Institute of Medical Sciences, Govt of Chhattisgarh, Bilaspur, (C.G.)-495001

Equipment : 6 MV Linear Accelerator with IMRT, VMAT & IGRT with TPS & OIS

Bid Ref. No./Single Energy LINAC Dean CIMS Bilaspur/2025-26

Amendments in General Specifications

Item description	Item no & Page number	Delete this text (Previous Specifications)	Replace deleted text with (Modified Specifications)
GENERAL SPEIFICATION	Point 16 (Page 13 of 80)	*WARRANTY /GUAARANTEE FROM THE DATE OF COMMISSIONING Single Energy 6MV Linear accelerator Systems Including consumable, software, treatment planning systems and dosimetric equipments shall have warranty/guarantee and maintenance of five years from the date of commissioning approval. Certificate against manufacturing defects of materials and workmanship. Warranty/Guarantee must include all third items also.*	*WARRANTY /GUAARANTEE FROM THE DATE OF COMMISSIONING Single Energy 6MV Linear accelerator Systems Including consumable, software, treatment planning systems and dosimetric equipments supplied, shall have warranty/guarantee of three (03) yrs and maintenance of five (05) years from the date of commissioning approval. Certificate against manufacturing defects of materials and workmanship. Warranty/Guarantee must include all third items also.*
GENERAL SPEIFICATION	Point 21 (Page 14 of 80)	*Company must quote the CMC/AMC charges for the life period of machine after expiry of guarantee/warranty period of two years at time tender in price bid. CMC/AMC must include all third party items also.*	*Company must quote the CMC/AMC charges for the life period of the machine after expiry of quoted guarantee/warranty period. The CMC/AMC quotation must include all third party items also.*
TECHNICAL SPEIFICATION	Point 13 (Page 19 of 80)	Gantry- *Gantry/target should enable fast rotation & Gantry/target rotational speed in Rotations Per Minute (RPM):* *Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability.*	Gantry- *Gantry/target should enable fast rotation & Gantry/target rotational speed in Rotations Per Minute (RPM):* *Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability, if required.*

11-12-25
DEAN,
Chhattisgarh Institute of Medical Sciences

Assistant Professor
(Medical Physicist/RSO-Level-III)
Department of Radiotherapy
CIMS, Bilaspur (C.G.)

TECHNICAL SPEIFICATION	Point 16 (Page 21 of 80)	*MLC specification for leaf pair and resolution for conformal, IMRT, VMAT: specify Leaf width at isocenter ≤ 5 - 10 mm.* *Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability over other entrants.* *(Also Type Approved certificate should be submitted along with tender docs)*	*MLC specification for leaf pair and resolution for conformal, IMRT, VMAT: specify Leaf width at isocenter ≤ 5 - 10 mm.* *Please specify with published Scientific/clinical journal (top indexed) proof for advantage and applicability over other entrants, if required.* *(Also Type Approved certificate should be submitted along with tender docs)*
TECHNICAL SPEIFICATION	Point 25 (Page 28 of 80)	*Note: If any missing item which is mandatory safety feature for full configuration in quoted specifications, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute.* *Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications will be restored to single item of same category.* *All justifications with published Scientific/clinical journal(top indexed) proof for advantage and applicability of same segment over other entrants, are preferable.*	*Note: If any missing item which is mandatory safety feature for full configuration in quoted specifications, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute.* *Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications will be restored to single item of same category.* *All justifications with published Scientific/clinical journal (top indexed) proof for advantage and applicability of same segment over other entrants, are preferable, if required.*

11-12-25
DEAN,
Chhattisgarh Institute of Medical Sciences (CIMS)
BILASPUR (C.G.)

Associate Professor
Radiotherapy
CIMS, Bilaspur (C.G.)

IMPORTANT NOTE

- The items should be supplied with pictorial user manual, Warranty certificate, PM manual, calibration cert. (if applicable), and other documents required mentioned in tender documents.
- Followinglogoshouldbeimprinted/embossedonthesuppliedequipmentasper Annexure-18



Amendment

CHHATTISHGARH MEDICAL SERVICESCORPORATION LTD.
(Chhattisgarh Govt. Undertaking)
AMENDMENT NO. 1
Following amendments are being incorporated in the referred tender enquiry document.
Tender ref no : 258/EQP/CGMSC/2025-26, Dt : 20-03-2026 e-Proc NIT No : 187540
6MV LINAC MACHINE (T-258)

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
1	4. System shall comply international standard protocol for IMRT, VMAT, SRSR, SRT, SBRT applications and upgradable if any innovative capabilities. FDA and CE certificate must be provided.	System shall comply international standard protocol for 3D CRT, IMRT s VMAT applications and upgradable if any innovative capabilities. FDA and CE certificate must be provided. Since the Treatment modalities mentioned in the specification mentioned below under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT s VMAT .	No changes
2	Asymmetric Collimators		
3	Field size for clipped and un clipped: specify	Field size for clipped and un clipped: specify (If applicable). The specification is inclined towards a specific manufacturer.	NO changes
4	Portal Imaging:	Portal Imaging/Equivalent Technology. For Exit Dose Dosimetry, other equivalent solutions are available request you to make the amendment for other Equivalent solution	NO changes
5	Portal Imaging and Fluence based Patient specific QA/IGRT application		NO changes
6	All necessary s complete QA/phantom tools for Integrated Portal Imaging and Fluence based Plan specific QA application for all techniques and for Flattened and or unflatten beams has to be provided to fulfil QA requirements by regulatory body): Please specify.	Portal Imaging and Fluence based Patient specific QA/IGRT applicatio /2D Array Based Patient Specific QA	No changes
7	7) CBCT dose should be accounted for patient dose.	7) CBCT dose should be accounted for patient dose. If applicable.	NO changes
8	Please specify the possibility of the below (All latest facilities/ version)		
9	2. Fluoro	2. Fluoro. If applicable.	Fluoro. If applicable.
10	3. Extended CBCT	3. CBCT	NO changes
11	Advanced Features:		
12	Self check to verify beam center shift and output and profile constancy checks, please specify (01 for LINAC)	Verification of beam center shift and output and profile constancy checks, please specify (01 for LINAC)	No changes
13	Safety System as per IEC / AERB standards		
14	Neutron dose inside the treatment area and outside the treatment area, as per international standards	Neutron dose inside the treatment area and outside the treatment area, as per international standards. If Applicable. Neutron production in a LINAC occurs only at photon energies above approximately 10 MV. As the tender specifies a 6 MV LINAC, neutron dose considerations are not applicable.	Neutron dose inside the treatment area and outside the treatment area, as per international standards. If Applicable.
15	Leakage Radiation as per IEC / AERB standards		
16	Photon and electron contamination: Please specify	Photon/electron contamination: Please specify	NO changes
17	Treatment Planning System		
18	Atlas and model-based auto segmentation	Atlas/model-based auto segmentation	
19	Knowledge Based contouring tools with possibilities to add our own cases to the library along with Anatomy Atlas	Knowledge Based contouring tools with possibilities to add our own cases to the library along with Anatomy Atlas. Optional.	No changes

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
20	Tools for the Adaptive Radiotherapy such as Dual Image registration, Deformation tools, Dose deformation tools etc has to be quoted.	Tools for the Adaptive Radiotherapy such as Dual Image registration, Deformation tools, Dose deformation tools etc has to be quoted. Optional	No changes
21	Please specify: Capable of performing: Conventional, 3D-CRT, IMRT, VMAT, SRS, SRT, SBRT, IGRT with DICOM compatibility.	Please specify: Capable of performing: Conventional, 3D- CRT, IMRT, VMAT, IGRT with DICOM compatibility. Since the Treatment modalities mentioned in the specification mentioned under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT s VMAT .	NO changes
22	Software Specifications for IMRT , VMAT, SRS, SRT techniques	Software Specifications for IMRT , VMAT techniques. Since the Treatment modalities mentioned in the specification mentioned under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT s VMAT .	NO changes
23	DOSE CALCULATION: System should be able to provide dynamic/ Step and shoot via IMRT, VMAT, 3D treatment planning, SRS, SRT s licenses for Fluence map to be exported on DICOMRT format.	DOSE CALCULATION: System should be able to provide dynamic/ Step and shoot via IMRT, VMAT, 3D treatment planning s licenses for Fluence map to be exported on DICOMRT format. Since the Treatment modalities mentioned in the specification mentioned under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT s VMAT .	NO changes
24	Dose calculation , with Accuracy or higher:		
25	6) Auto margins for blocks in BEV : ± 2 mm at isocentre	6) Auto margins for blocks in BEV : ± 2 mm at isocentre. If Applicable. Latest Linear Accelerators Does not Provide Blocks instead conformity is provided through MLC	NO changes
26	Contouring :		
27	The DRR / BEV image should display the machine diagram to allow real – time checking of machine and patient geometry.	The DRR / BEV image should display the machine diagram to allow real – time checking patient geometry.	. No changes
28	Image Fusion Software:		
29	This should include real time image reformatting and fully automated image alignment.	This should include fully automated image alignment.	No changes
30	Beam Placement and Definition:		
31	It should support extensive beam shapers (shielding blocks, etc.) and beam definition methods manual or automatic beam placement tool Tools for real time checking of machine geometry.	It should support extensive beam shapers (shielding blocks, etc.) and beam definition methods manual or automatic beam placement tool Tools for real time checking of machine geometry. If Applicable.	NO changes
32	Beam shaping should be possible in multiple ways like automatic shielding block definition conforming to selected volume, definition as aperture or shielding, manual freehand definition, automatic collimator jaw or multi leaf position definition etc.	Beam shaping should be possible in multiple ways with definition conforming to selected volume, definition as manual freehand definition, automatic collimator jaw or multi leaf position definition etc. If Applicable	No changs.
33	DRR features:		
34	Interactive DRR calculation mode must be available Automatic window width / level selection for DRR	Interactive DRR calculation mode must be available window width / level selection for DRR. If Applicable	NO changes
35	It should be possible to transfer DRR and BEV images to EPID of Linear Accelerator.	It should be possible to transfer DRR and BEV images to EPID of Linear Accelerator. If Applicable.	No changs.
36	Cross-hair display on DRR to provide scale information	Cross-hair display on DRR to provide scale information . If Applicable.	No changs.
37	Isocenter management:		
38	Hardcopy of the isocenter coordinates should be possible for record of the Simulation	Hardcopy of the isocenter coordinates should be possible for record of the Simulation. Optional.	No changs.
39	Portal Dosimetry	Portal Dosimetry/Equivalent Solution	Integrated Portal Dosimetry: Stand alone advance Volumetric dosimetry system with high resolution detectors for Patient specific fluence/dose verification for SRT/SBRT/IMRT/VMAT [compatible for flattened and un-flattened beams]: • Detector type, array & Geometry – please specify: (Ionisation chamber or diode)
40	11) Control console adjustments		

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
41	Control console displays, adjustments, display LED monitors 27 inch or more with back up at least 15-20 mins	Control console displays, adjustments, display LED monitors 21 inch or more with back up at least 15-20 mins	No changes
42	Oncology Information System:		
43	Transfer of portal imaging system data for comparison	Transfer of portal imaging/ KV imaging system data for comparison	No changes.
44	The LINAC should have Automatic QA check feature for the positional accuracy of gantry, collimator, MLC and jaws and beam constancy with clear pass/ fail criteria	The LINAC should have Automatic/Manual QA check feature for the positional accuracy of gantry, collimator, MLC and jaws and beam constancy with clear pass/ fail criteria	No changes
45	Page No.: 6 ELIGIBILITY OF BIDDER ELIGIBILITY CRITERIA 1. For Manufacturers:	1. For Manufacturers/ Authorized Distributor:	No change
46	Page No.: G 1. TENDER PROCESSING FEE (TPF) s EARNEST MONEY DEPOSIT (EMD) Submission of Earnest Money Deposit The earnest money should be submitted by way of NEFT/ RTGS.	The earnest money should be submitted by way of NEFT/ RTGS/Bank Guarantee	No change
47	Page No.: 11 A. Requirements of Cover-A: □ For Manufacturers	For Manufacturers/Authorized Distributor:	No change
48	Page No.: 11 A. Requirements of Cover-A: d. Scanned copy of original valid Manufacturing License (Self-declarations and/or other documents issued on basis of self-declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) for item/items quoted.	d. Scanned copy of original valid Manufacturing License (Self- declarations and/or other documents issued on basis of self- declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) for item/items quoted/ Manufacturer's Authorization form (as per Annexure-04)	Warranty-3 Years, CMC: 5 Years
49	Page No.: 11 A. Requirements of Cover-A: m. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-06) in the business of the supply and installation of same/similar equipment(s) category as offered.	m. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder/manufacturer has previous experience of at least 03 years(for the years mentioned in Annexure-06) in the business of the supply and installation of same/similar equipment(s) category as offered.	No changs.
50	Page No.: 24 13. PAYMENT TERMS 3. Payment will be released in following stages: a) 80% payment will be made after supply, Installation and verification of following documents: b) 20% against commissioning of equipment's at the respective sites against certification from the	a) 80% payment will be made after supply and verification of following documents: b) 20% against commissioning of equipment's at the respective sites against certification from the consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. s approval from	No Change
51	consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. s approval from MD (CGMSC) for Installation, training s release of payment.	MD (CGMSC) for Installation, training s release of payment.	No changes.
52	Page No.: 6G ANNEXURE-25 CHECK LIST COVER - A for Authorized Distributors/100% Subsidiary 14. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-06) in the business of the supply and installation of equipment(s) offered	14. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder/its OEM has previous experience of at least 03 years(for the years mentioned in Annexure-06) in the business of the supply and installation of equipment(s) offered.	No changes.

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
53	We respectfully request your esteemed organization to incorporate the Make in India Purchase Preference clause in the tender document. It will also align the procurement process with the Government of India's Atmanirbhar Bharat initiative, aimed at strengthening indigenous manufacturing capabilities, reducing import dependency, and fostering sustainable economic growth. We believe that adopting this clause will support national priorities while ensuring quality and cost-effective procurement.	Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder/ certificate from the OEM must upload a regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.	**No Change**
54	All software up-Gradations to higher version with all added features and hardware up gradation (if required) workstations and server shall be provided free of cost during warranty period.	Kindly note, all Upgrades are on paid basis. We will offer all mandatory upgrades. Hence, request to amend from Upgrades to Updates.	All software updates with all added features and hardware support (if required) shall beprovided free of cost during warranty period.All mandatory softwere upgrades needs to be offer by bidder.
55	Dose rates with different setups	The treatment planning system optimizes the dose rate to be as high as possible. Static dose rate treatment (where the end user decides what dose rate to use) are not possible with our Ring Gantry LINAC platform. Hence Dose rate setup is not applicable to halcyon hence please delete /amend the word "Different Setups"	Dose rates with different setups-if applicable -please specify
56	Rotational Accuracy ≤0.3°	Request to amend as: - <= 0.5 degrees (less than)	Rotational Accuracy- Please specify
57	X & Y both planes: Please specify Field size for clipped and unclipped: specify Dynamic Pairs treatment: Please Specify	Kindly add Please specify if applicable	Please specify if applicable
58	Fully Carbon Fiber tabletop. Should have option for providing tools for fixing immobilization devices.	Request to amend /delete this point as this is not required for modern immobilisation and carbon fibre couch system	Coutch Top- Fully Carbon Fiber tabletop and should be universal for supporting modern immobilisation devices
59	EPID visualization system workstation, software with 27 inch or more LED workspace with software licenses	EPID dosimetry can be performed with our integrated Treatment console system monitors itself, no additional LED display and no additional workstation is required, hence please amend/delete this point	Integrated EPID Visulations feature should be offer. Please specify
60	Portal Imaging and Fhience based Patient specific QA/IGRT application	Need a clarification on Fhience based Patient specific QA/IGRT application- It is a third-party application, and we have not validated with our system. Hence request to delete /amend this point.	Integrated Portal Dosimetry Feature Should be offer. Please specify
61	CBCT must be quoted with below capabilities:	Request to clarify on this. This is offline adaptive RT Solution.	No changes
62	Please specify the possibility of the below (All latest facilities/ version) 1. kV/kV 2. Fluro 3. Imaging During Treatment	Kindly note, these features are not available in our Ring Gantry Linac. Hence, request to amend/delete these features.	Please specify-if applicable the possibility of the below (All latest facilities/ version) 1. kV/kV 2. Fluro-if applicable 3. Imaging During Treatment-if applicable

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
63	Vendor should quote a solution in India that would provide the clinical teams a robust centralized electronic system to implement the same standard of care and use of evidence-basedprotocols and tools, such as cutting-edge treatment planning technologies, across all our facilities irrespective of the physical location and varying skill sets. Essentially we want to establish a value based care model (as opposed to just a volume based) in India In additional, to leverage our expert resources located in in our centres of excellence across the whole network, We want a system where our health care providing team could access the fall range ofour oncology solutions from anywhere and at any time. To focus on the clinical care of therapies and to have the ability to expand to other sites quickly, easily and effectively. (Higher the specification is much preferable, as latest facilities/ version is offered)	Kindly note, this is cloud-based planning solution, and it is not available with us. Hence request to amend /delete this point.	Vendor should quote a TPS solution in Indiathat would provide the clinical teams a robust electronic system to implement the standard clinical care of therapies quickly, easily and effectively. (Higher the specification is much preferable, as latest facilities/ version is offered)
64	At least 2 number of contouring licenses with Virtual Simulation- capabilities with Medical Grade monitor for all planning and contouring workstations	Kindly note, we offer only factorybased Monitors for TPS, hence request to amend as: - At least 2 number of contouring licenses with Virtual Simulationcapabilities with Medical Grade/factory validated monitors for all planning and contouring workstations	At least 2 number of contouring licenses with Virtual Simulation- capabilities with Medical Grade monitor /Factory Validated Monitors for all planning and contouring workstations
65	Biological Si Knowledge Based Planning (not just template based) with Multi criteria-based optimization& evaluation licenses or higher version in TPS. Please specify.	Kindly amend as: - Biological / Knowledge Based Planning (not just template based) with Multi criteria-based optimization& evaluation licenses or higher version in TPS. Please specify.	Biological / Knowledge Based Planning (not just template based) with Multi criteria-based optimization & evaluation licenses or higher version in TPS. Please specify.
66	1) Processor speed, Hard drive, RAM (at least 32GB) 2) 2) TCP/IP protocol de DICOM 3/RT interfaces 3) 3) Connectivity includes remote access 4) 4) Flat panel monitors 32"LED <£ separate UPS for each workstation.	We offer our factory validated TPS and monitors. Hence Request to amend this point as: - Latest factory validated Network and hardware requirements: Please specify	1) Processor speed, Hard drive, RAM (Advanced and latest) 2) 2) TCP/IP protocol de DICOM 3/RT interfaces 3) 3) Connectivity includes remote access 4) Flat panel monitors 32"LED & separate UPS for each workstation. Bidder should offer Latest factory validated Network and hardwares. Please Specify

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
67	Note: If any missing item which is mandatory for full configuration and functional of TPS with quoted specifications, such any item is identified later during installation, shall be supplied without additional cost to the buyer institute. Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications, will be restored to single item of same category.	Kindly note, we will offer the products which are mentioned as per Tender Specifications. Any additional requirements comes then it will be on paid basis.	Note: If any missing item which is mandatory for full configuration and functional of TPS with quoted specifications, such any offered item is identified later during installation, shall be supplied without additional cost to the buyer institute. Full and complete accessories should be provided. Repeated parameter/accessories/ items if any throughout specifications, will be restored to single item of same category.
68	Patient anatomical data transfer: Specify Beam mode and Beam Data transfer system	Request to provide more information about requirements.	Patient anatomical and beam data transfer: Beam mode and Beam Data transfer system to exchange dose plan between inhouse RT units, which allows heterogeneous system . Please specify.
69	Portal Dosimetry	This is third party product, and we do not offer the same. Hence request to amend/delete this point.	Integrated Portal Dosimetry : Stand alone advance Volumetric dosimetry system with high resolution detectors for Patient specific fluence/dose verification for SRT/SBRT/IMRT/VMAT [compatible for flattened and un-flattened beams]: • Detector type, array & Geometry – please specify: (Ionisation chamber or diode)
70	We want a solution in India that would provide the clinical teams a robust centralized electronic system to implement the same standard of care and use of evidence-based protocols and tools, such as cutting-edge treatment planning technologies, across all our facilities irrespective of the physical location and varying skill sets .Essentially we want to establish a value based care model (as opposed to just a volume based) in India In additional, to leverage our expert resources located in our centers of excellence across the whole network. We want a system where our health care providing team could access the full range of our oncology solutions from anywhere and at any time. To focus on the clinical care of their patients and to have the ability to expand to other sites quickly, easily and effectively. Higher the specification is much preferable, as latest facilities/ version is offered.	Kindly note, this is cloud-based planning solution, and it is not available with us. Hence request to amend /delete this point.	Vendor should quote a TPS solution in Indiathat would provide the clinical teams a robust electronic system to implement the standard clinical care of therapies quickly, easily and effectively. (Higher the specification is much preferable, as latest facilities/ version is offered)
71	Warranty and CAMC Details	Kindly specify the Total Warranty and CAMC details	Warranty-3 Years, CMC: 5 Years
72	All software up-Gradations to higher version with all added features and hardware up gradation (if required) workstations and server shall be provided free of cost during warranty period	We will provide only mandatory updates. All upgrades will be on paid basis. Hence request to amend as upgrades to updates.	NO changes

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
73	• Programmable/automation: Any simplification and standardization to improving patient safety as well as reducing burden on staff (without additional cost). Please Specify	Kindly specify the requirements	• Programmable/automation: Any adveance feature that improve patient safety as well as reducing burden on staff (without additional cost). If offered, Please Specify
74	We have understood that Total Budget of the Tender is INR 24.00 Crores.	As per Tender Specification, the budget is not sufficient, hence request to amend /change the tender specifications as per budget	No Change
		Turnkey Points	
81	Single Energy 6MV Linear accelerator systems Including consumable, software, treatment Planning System and Dosimetry equipment's supplied shall have Warranty / Guarantee date of three (03) yrs and maintenance of five (05) years from the date of commissioning approval certificate against manufacturing defects of materials and workmanship. warranty/Guarantee Must include all third items also.	Request to keep Turnkey warranty as 1 year from date of Installation	No Change
82	Connectivity	Please specify the distance of CT, MRI, etc. from the proposed bunker along with the drawings	No changes Note: The Supplier/Bidder should visit the proposed site before bidding for these information.
83	SCOPE OF WORK FOR SITE REQUIREMENTS (If required)	Please share detailed BOQ for Turnkey works for fair quote Also, since there is no clarity of Turnkey scope, it is requested to remove Turnkey component from L1 calculations	No changes
84	The Electrical Works: (By the supplier in consultation with the constructing agency)	Complete Electrical works scope is required for quotation	No changes
85	AIR CONDITIONING WORKs: (16 TR HVAC) (By the constructing agency should be decided in consultation with die firm installing unit)	6 TR AC needs to be quoted for TK pricing. The quantity is less to cover Bunker, console and UPS room. Please clarify	No changes
86	FURNITURE: (By the constructing agency should be decided in consultation with the firm (installing unit)	Please specify the quantity of furniture, etc.	No changes
87	Service, Terms & Conditions related Comments & Clarifications for Tender Participants:	Kindly provide the details. also Please specify site names, bunker layout, AERB approved plan to provide quotation	No changes
88	Kindly amend, the delivery, installation & Handover of LINAC should be 240 days from date of LC or import approval from AERB, whichever is later.		Kindly amend, the delivery, installation & Handover of LINAC should be 180 days from date of LC or import approval from AERB, whichever is later.
		Commercial Points	

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
89	Request you kindly provide the confirmation on the below points: (i) Fall back clause should only be applicable for the identical supplies done within the territory of India (ii) Kindly confirm the timelines around the applicability of this clause		No Change
90	LD Calculation shall be calculated from the date of the clean LC Extension of Time 1.1 Subject to the terms of this Agreement, Bidder shall be entitled to an extension of the time for completion of supply of Product (without the Customer making any claims for damages) to the extent that the supply of the Product is delayed by: 1.1.1 Customer not making timely payment in accordance with the payment terms contained herein; 1.1.2 A variation in the terms of the Agreement due to a Change in Law; 1.1.3 Any delay, impediment or prevention caused by or attributable to the Customer, the Customer's representative/ consultants, or such other persons appointed by the Customer at the Installation Site; and 1.1.4 Delays attributable to an event of Force Majeure, or any other reasons not attributable to any negligence or fault of International Bidder or Indian Bidder.		No Change
91	We would need a 100% irrevocable Inland Letter of Credit in INR payable as follows: 90% on delivery & balance 10% against acceptance and commissioning or, 180/120 days from the delivery, whichever is earlier.		Payment will be released in following stages: a) 80% payment will be made against LC at sight after supply and verification of following documents: i. Original of the Supplier's Invoice, showing Purchaser, the contract number, Goods, description, Quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/ seal. ii. Copy of delivery note, railway consignment notes, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Chhattisgarh Medical Services Corporation Limited and delivery through to final destination as stated in the Contract/PO. iii. Copy of the Insurance certificate. iv. Country of origin, copy of the packing list identifying contents of each package. v. Affidavit & Certificate declaring that Machine supplied is new in all respect (Machine and its component as per Annexure-27). vi. Certification from consignee in Annexure-15 for delivery with Photographs. vii. Approval from MD [CGMSC] for delivery & release of payment. b) 20% against Installation and commissioning of equipment's at the respective sites against certification from the consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. & approval from MD
92	We request to kindly amend this clause as- Instead of any monetary penalty, equivalent no. of CMC days should be increased in the contract In the event an Invoice and/or any outstanding/overdue sums under an Invoice has been outstanding for over 90 (Ninety) calendar days from date of Invoice then, the Uptime Performance Guarantee, shall stand void and Varian shall no longer be obligated by the terms of the Uptime Performance Guarantee.		No Change

Sr. No.	Technical Specification	Bidder Query	Ammendments (Replace /add text)
93	Please note that Turnkey in this case would be a cost intensive project limiting our capability to fund. Therefore, there should be a provision for milestone-based payment as follows: 30% - Advance, 30% - Completion of Civil and Interior works, 30% - Completion of Electrical and HVAC works and 10% - Completion of Turnkey works and Handover for Machine Installation. For Turnkey - There won't be any remittance to foreign Principal in this case, as turnkey shall be taken care by Varian India local entity the same shall be bill directly to Institute with applicable local taxes as extra.		The Supplier should inspect the proposed site offered by the Consignee, to submit the plan for the scope of project mentioned in Technical Specifications.
94	We urge you to kindly amend this clause as : Supplier can submit the EMD in the form of Bank Guarantee/FDR/DD		No change
95	"1. Installation and Final Acceptance 1.1 Installation: The installation of the Product at the Installation Site will be done by Bidder 1.2 Preparation of the Installation Site: The Customer shall be responsible for having the building, utilities, lighting, ventilation, air conditioning, mounting facilities, all necessary radiation shielding, radiation surveys required by Applicable Law, Product calibration and access to the room, including removal and disposal or other disposition of any existing linear accelerator, simulator, or similar and related equipment, completed prior to the estimated delivery date and ready for installation of the Product. The Customer shall ensure that Bidder is granted sufficient access to Installation Site and provide sufficient personnel to assist Bidder in the performance of its obligations. Bidder shall not be financially or legally responsible for such work. Further, all delivery, installation and warranty timelines stated in this Agreement are subject to the Customer complying with its obligations under this Clause in a timely manner. 1.3 Timeline for installation: If through no fault of Bidder, the product is not installed within 12 (Twelve) months [after delivery of the Product at the Customer Destination], installation will be performed on a paid service basis. Further, in such an event, Bidder shall not be bound by any of the Bidder Warranties provided by it under this Agreement."		No Change
			No Change

AMENDMENT

S.No.	Clause Reference	Existing Tender Provision	Bidder's Response	Amendment
1		4. System shall comply international standard protocol for IMRT, VMAT, SRSR, SRT, SBRT applications and upgradable if any innovative capabilities. FDA and CE certificate must be provided.	System shall comply international standard protocol for 3D CRT, IMRT & VMAT applications and upgradable if any innovative capabilities. FDA and CE certificate must be provided. Since the Treatment modalities mentioned in the specification mentioned below under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT & VMAT .	As per technical specification
2		18. All software up-Gradations to higher version with all added features and hardware up gradation (if required) of workstations and server shall be provided free of cost during warranty period.	18. All software updations to higher version with all added features and hardware up gradation (if required) of workstations and server shall be provided free of cost during warranty period.	Accepted
3		Focal Spot size		
4	9	≤3 mm dia. at the X-ray target. Specify	≤2 mm dia. at the X-ray target. Specify	As per technical specification
5	13	Gantry		
6		Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability. If required.	Please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability. If applicable.	Accepted
7	15	Asymmetric Collimators		
8		Field size for clipped and un clipped: specify	Field size for clipped and un clipped: specify (If applicable)	Accepted
9	16	Multi-leaf collimator (MLC)		
10		please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability over other entrants. If required.	please specify with published Scientific/clinical journal(top indexed) proof for advantage and applicability over other entrants. (If Applicable)	Accepted
11	20	Machine QA Application		
12		Automated daily machine Performance QA check application. Please specify (Y/N)	Automated daily machine Performance QA check application. Please specify (Y/N). Optional	As per technical specification
13	22	Portal Imaging:	Portal Imaging, Optional. The quoted model is having IGRT System for Patient positioning as it gives more accuracy , efficiency and is sufficient to perform all the treatment modalities.	Accepted

15		Portal Imaging and Fluence based Patient specific QA/IGRT application	Portal Imaging and Fluence based Patient specific QA/IGRT application. Optional. The quoted model is having IGRT System for Patient positioning as it gives more accuracy , efficiency and is sufficient to perform all the treatment modalities.	Accepted
16		CBCT/FBCT-Imaging		
17		7) CBCT dose should be accounted for patient dose.	7) CBCT dose should be accounted for patient dose. If applicable	Accepted
18		Please specify the possibility of the below (All latest facilities/ version)		
19		2. Fluoro	2. Fluoro. If applicable.	Accepted
20		3. Extended CBCT	3. CBCT	Accepted
21	25	Collision Safety Features		
22		All justifications with published Scientific/clinical journal(top indexed) proof for advantage and applicability of same segment over other entrants, are preferable, if required.	All justifications with published Scientific/clinical journal(top indexed) proof for advantage and applicability of same segment over other entrants, are preferable. (If Applicable)	Accepted
23	26	Advanced Features:		
24		Manual retraction tool (manual crank) for couch in case of power failure	Manual retraction tool for couch in case of power failure	Accepted
25	29	Safety System as per IEC / AERB standards		Accepted
26		Neutron dose inside the treatment area and outside the treatment area, as per international standards	Neutron dose inside the treatment area and outside the treatment area, as per international standards. If Applicable. Neutron production in a LINAC occurs only at photon energies above approximately 10 MV. As the tender specifies a 6 MV LINAC, neutron dose considerations are not applicable.	Accepted
27	30	Leakage Radiation as per IEC / AERB standards		
28		Photon and electron contamination: Please specify	Photon/electron contamination: Please specify	Accepted
29	31	Treatment Planning System		
30		Biological & Knowledge Based Planning (not just template based) with Multi criteria based optimization& evaluation licenses or higher version in TPS. Please specify.	We request you to delete the specification	As per technical specification
31		If other advanced feature exists such as Machine learning Automatic planning. Please specify, if applicable.	We request you to delete the specification	As per technical specification
32		Atlas and model-based auto segmentation	Atlas/model-based auto segmentation	As per technical specification
33		Capability of adaptive planning (online and/or offline) with dose deformation	We request you to delete the specification	As per technical specification
34		Knowledge Based contouring tools with possibilities to add our own cases to the library along with Anatomy Atlas	We request you to delete the specification	As per technical specification
35		**Treatment Planning System Detailed features**		

36		Tools for the Adaptive Radiotherapy such as Dual Image registration, Deformation tools, Dose deformation tools etc has to be quoted.	We request you to delete the specification	As per technical specification
37		Please specify: Capable of performing: Conventional, 3D-CRT, IMRT, VMAT, SRS, SRT, SBRT, IGRT with DICOM compatibility.	Please specify: Capable of performing: Conventional, 3D CRT, IMRT, VMAT, IGRT with DICOM compatibility. Since the Treatment modalities mentioned in the specification mentioned above under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT & VMAT .	As per technical specification
38		**Networking system (Latest version) :please specify**		

S.No.	Clause Reference	Existing Tender Provision	Bidder's Response	Amendment
39		Virtual simulation using the software and licenses for virtual simulation feature and for controlling moving lasers shall be provided.	We request you to delete the specification	As per technical specification
40		Software Specifications for IMRT , VMAT, SRS, SRT techniques	Software Specifications for IMRT , VMAT techniques. Since the Treatment modalities mentioned in the specification mentioned above under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT & VMAT .	As per technical specification
41		The patient data must be transferred from CT/MRI, Simulator (in the form of Fluoroscopic image and CT/MRI slices) via DICOM, CD & DVD's, and other suitable medium.	The patient data must be transferred from CT/MRI, and CT/MRI slices) via DICOM, CD & DVD's, and other suitable medium.	Accepted
42		Data from CT/MRI slices must be transferred via film Scanner, digitizer &direct from CT/MRI Scanners, Simulators & RFA.	Data from CT/MRI slices must be transferred via direct from CT/MRI Scanners & RFA.	Accepted
43		Achieving Data-Sufficient number for all days i.e. Monday to Saturday.	We request you to provide more clarity on Data-Sufficient number.	Data-Sufficient number.
44		**Planning :**		As per technical specification

45		DOSE CALCULATION: System should be able to provide dynamic/ Step and shoot via IMRT, VMAT, 3D treatment planning, SRS, SRT & licenses for Fluence map to be exported on DICOMRT format.	DOSE CALCULATION: System should be able to provide dynamic/ Step and shoot via IMRT, VMAT, 3D treatment planning & licenses for Fluence map to be exported on DICOMRT format. Since the Treatment modalities mentioned in the specification mentioned above under "Single Energy High End Linear Accelerator" is 3D CRT, IMRT & VMAT .	No Change
46		3) Oblique correction : :± 1 – 2 %	We request you to delete the specification	No Change
47		6) Auto margins for blocks in BEV : ± 2 mm at isocentre	We request you to delete the specification	No Change
48		3) Allow multiple patient planning options	We request you to delete the specification	No Change
49		4)Beam hardening in metallic wedges option(If applicable)	We request you to delete the specification	No Change
50		5) EDW and MW support (If applicable)	We request you to delete the specification	No Change
51		**Contouring :**		
52		It should be possible to copy one organ to another with margin, add margins on a single slice, a range of slices or all slices.	It should be possible to copy one organ to another with margin to add margins	Accepted
53		The DRR / BEV image should display the machine diagram to allow real – time checking of machine and patient geometry.	The DRR / BEV image should display the machine diagram to allow real – time checking patient geometry.	Accepted
54		**Image Fusion Software:**		
55		This should include real time image reformatting and fully automated image alignment.	This should include fully automated image alignment.	As per technical specification

S.No.	Clause Reference	Existing Tender Provision	Bidder's Response	Amendment
56		**Beam Placement and Definition:**		
57		It should support extensive beam shapers (shielding blocks, etc.) and beam definition methods manual or automatic beam placement tool Tools for real time checking of machine geometry.	We request you to delete the specification	No Change
58		Beam shaping should be possible in multiple ways like automatic shielding block definition conforming to selected volume, definition as aperture or shielding, manual freehand definition, automatic collimator jaw or multi leaf position definition etc.	Beam shaping should be possible in multiple ways with definition conforming to selected volume, definition as manual freehand definition, automatic collimator jaw or multi leaf position definition etc.	Accepted
59		**DRR features:**		
60		Interactive DRR calculation mode must be available Automatic window width / level selection for DRR	Interactive DRR calculation mode must be available window width / level selection for DRR	Accepted
61		It should be possible to transfer DRR and BEV images to EPID of Linear Accelerator.	We request you to delete the specification	Accepted
62		Cross-hair display on DRR to provide scale information	We request you to delete the specification	No change
63		Isocenter management:	Isocenter management: Optional A single isocenter configuration is provided; therefore, isocenter management is not applicable.	Accepted

S.No.	Clause Reference	Existing Tender Provision	Bidder's Response	Amendment
64	32	**Portal Dosimetry**	**Portal Dosimetry/Equivalent solution.**	No change
86			This is third party product, and we do not offer the same. Hence request to amend/delete this point.	Accepted
65		**11) Control console adjustments**		
66		Control console displays, adjustments, display LED monitors 27 inch or more with back up at least 15-20 mins	Control console displays, adjustments, display LED monitors 21 inch or more with back up at least 15-20 mins	No change
67		**Please specify all full and complete features of state –of –the art Oncology Information System includes:**		
68		4)All required interfaces and future networking options: Import/export - Image/structure set /plan/dose etc. to all machines and interaction with the network. (HW/SW)	We request you to delete the specification	No change
69		5) Backup for data archiving: please specify.	We request you to delete the specification	No change
70		Transfer of portal imaging system data for comparison	Transfer of portal imaging/ KV imaging system data for comparison	Accepted
71		The LINAC should have Automatic QA check feature for the positional accuracy of gantry, collimator, MLC and jaws and beam constancy with clear pass/ fail criteria	The LINAC should have Automatic/Manual QA check feature for the positional accuracy of gantry, collimator, MLC and jaws and beam constancy with clear pass/ fail criteria	Accepted
72		Page No.: 6 ELIGIBILITY OF BIDDER ELIGIBILITY CRITERIA 1. For Manufacturers:	1. For Manufacturers/ Authorized Distributor:	No Change

73		Page No.: 9 1. TENDER PROCESSING FEE (TPF) & EARNEST MONEY DEPOSIT (EMD) Submission of Earnest Money Deposit The earnest money should be submitted by way of NEFT/ RTGS.	The earnest money should be submitted by way of NEFT/ RTGS/Bank Guarantee	No Change
74		**Page No.: 11 A. Requirements of Cover-A: For Manufacturers**	**For Manufacturers/Authorize d Distributor:**	No Change
75		Page No.: 11 A. Requirements of Cover-A: d. Scanned copy of original valid Manufacturing License (Self-declarations and/or other documents issued on basis of self-declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) for item/items quoted.	d. Scanned copy of original valid Manufacturing License (Self declarations and/or other documents issued on basis of self declaration alone, will not be treated as sufficient proof towards possession of valid manufacturing license) for item/items quoted/ Manufacturer's Authorization form (as per Annexure-04)	Not accepted
76		Page No.: 11 A. Requirements of Cover-A: m. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of same/similar equipment(s) category as offered.	m. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder/manufacturer has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of same/similar equipment(s) category as offered.	Accepted
77		Page No.: 24 13. PAYMENT TERMS 3. Payment will be released in following stages: a) 80% payment will be made after supply, Installation and verification of following documents: b) 20% against commissioning of equipment's at the respective sites against certification from the consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. & approval from MD (CGMSC) for Installation, training & release of payment.	a) 80% payment will be made after supply and verification of following documents: b) 20% against commissioning of equipment's at the respective sites against certification from the consignee in the format provided in Annexure-16 with Photographs, Certification for compliances of Specification of items from USER Dept. & approval from MD (CGMSC) for Installation, training & release of payment.	Not accepted

78		Page No.: 69 ANNEXURE-25 CHECK LIST COVER - A for Authorized Distributors/100% Subsidiary 14. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of equipment(s) offered.	14. Documents such as scanned copies of original purchase order(s) with proof of supply from user institutions showing that the bidder/its OEM has previous experience of at least 03 years(for the years mentioned in Annexure-09) in the business of the supply and installation of equipment(s) offered.	Accepted
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
79		We respectfully request your esteemed organization to incorporate the Make in India Purchase Preference clause in the tender document. It will also align the procurement process with the Government of India's Atmanirbhar Bharat initiative, aimed at strengthening indigenous manufacturing capabilities, reducing import dependency, and fostering sustainable economic growth. We believe that adopting this clause will support national priorities while ensuring quality and cost-effective procurement.	Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder/ certificate from the OEM must upload a regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in - India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.	As per tender document
	Additional	-	Last Date of Tender Submission is 8th May 2026. Considering the complexity	Not accepted

80			of tender, the scope of work related to turnkey, involvement of multiple 3rd Party vendors which will take few weeks of time; hence we would	
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
			request you to kindly extend the final submission date by Three (3) working weeks from the date of final amendment published.	
81	18	All software updates with all added features and hardware support (if required) shall be provided free of cost during warranty period. All mandatory software upgrades needs to be offer by bidder.	Kindly note, all Upgrades are on paid basis. We will offer all mandatory upgrades. Hence, request to amend from Upgrades to Updates.	As per technical specification
82	15- Asymmetric Collimators	X & Y both planes: Please specify Field size for clipped and unclipped: specify Dynamic Pairs treatment: Please Specify	Kindly amend this point as: - X & Y both planes: Please specify Field size for clipped and unclipped: specify Dynamic Pairs treatment: Please Specify if available	Accepted
83	22-Portal Imaging	To verify the accuracy of the planned radiotherapy field, an integrated portal imaging system must be provided. It Should fully integrate with Accelerator & able to take acquire images at any Gantry angles (Higher the specification is much preferable, as latest facilities/ version is offered). The radiation portals acquired by imaging system should be able to compare with the simulator portal view. The portal imaging system must be able to provide the information about tumor dose/ MU for verifying accuracy of the planned RT filed.	Kindly amend this point as: - To verify the accuracy of the planned radiotherapy field, an integrated portal imaging system must be provided. It Should fully integrate with Accelerator & able to take acquire images at any Gantry angles (Higher the specification is much preferable, as latest facilities/ version is offered) if applicable. The radiation portals acquired by imaging system should be able to compare with the simulator portal view. The portal imaging system must be able to provide the information about tumor dose/ MU for verifying accuracy of the planned RT filed.	Accepted
84	22-Portal Imaging	EPID visualization system workstation, software with 27 inch or more LED workspace with software licenses	EPID dosimetry can be performed with our integrated Treatment console system monitors itself, no additional LED display and no additional workstation is required, hence please amend/delete this point	Accepted
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**

85	23	Portal Imaging and Fhience based Patient specific QA/IGRT application	Need a clarification on Fhience based Patient specific QA/IGRT application- It is a third-party application, and we have not validated with our system. Hence request to delete /amend this point Portal Imaging / Fhience based Patient specific QA/IGRT application	No Change
87	18	All software up-Gradations to higher version with all added features and hardware up gradation (if required) workstations and server shall be provided free of cost during warranty period	We will provide only mandatory updates. All upgrades will be on paid basis. Hence request to amend as upgrades to updates.	Accepted
88	26	• Programmable/automation : Any simplification and standardization to improving patient safety as well as reducing burden on staff (without additional cost). Please Specify	Kindly specify the requirements	DELETE PRINT
89	63 & 70	Vendor should quote a TPS solution in India that would provide the clinical teams a robust electronic system to implement the standard clinical care of therapies quickly, easily and effectively. (Higher the specification is much preferable, as latest facilities/ version is offered)	Kindly specify whether need is only for CIMS-Bilaspur standalone setup or Cloud Based / remote planning feature is required. Kindly note, this is cloud-based planning solution, and it is not available with us. Hence request to amend /delete this point.	CIMS, BILASPUR STANDARD SETUP
90		We have noticed that from Page No 100-108, previous tender amendments have attached- Commercial & Technical	Please clarify, whether to consider amendments for tender participation and amendments will supersede the original tender terms and tender specifications.	Previous amendments enclosed with tender document will supersede the original tender terms and tender specifications.
91		Please clarify, if this tender comes under PPP mode or any manpower requirements needs to be provided by Bidder for long or short time	Request to clarify on this point.	As per tender document & specification.
92	Warranty & CAMC	As per Tender, we understood that The Total Warranty Period is for 3	Please clarify the Warranty & CAMC periods	5 Years Warranty and 5 Years CMC
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
		Years and CAMC for 5 Years		
93	Page 16 Section 9	Warranty	We request you to keep Turn-Key works warranty to 1 year from the date of handover.	No Change

94	Page 24 Section 13	Payment Terms	Please clarify the Turnkey works payment terms: We request to keep followings: Option 1: · 80% As advance against SBLC along with work order · 20% on the complete installation of equipment Option 2: · 40% As Mobilization advance · Remaining 60% on milestones	Accepted
95	Page 74 Clause 30	Networking and configuration with existing & procuring equipment should be done by vendors at their own cost. No extra payment will be made to vendor for this work.	Please do specify the distance for networking between the existing machines with the proposed equipment	All bidder are requested to visit the consignee sight for any site related assistance before quoting their bid.
96	Page 93 Clause 44	Installation requirements: Generator set	Please do specify the brand, type, and location of generator	All bidder are requested to visit the consignee sight for any site related assistance before quoting their bid.
97	Page 93 Clause 47	Centralized AC	We recommend 5.5 Tr- 2 No:s (1W + 1S) for the treatment room, please specify the tonnage requirement for aligned rooms	Accepted
98	6. Page 93 Clause 50.1	General Requirements	Please specify the areas where false ceiling has to be provided and the type of material to be used.	All bidder are requested to visit the consignee sight for any site related assistance before quoting their bid.
99			Please specify the areas where wall tiling has to be provided and the height of wall tiling to be provided.	
100			Please specify the list of furniture's to be supplied and installed and its approved make	
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
101	7. General Points	Delivery Period	Due to supply chain issue Please get amended as 1) Supply of equipment to 270 days from date of clean LC or AERB Import authorization or date of site handover (including power supply) whichever is later. 2) Installation - 90 days from date of site readiness & AERB intermittent approval whichever is later.	Due to supply chain issue Please get amended as 1) Supply of equipment to 150 days from date of clean LC or AERB Import authorization or date of site handover (including power supply) whichever is later. 2) Installation - 90 days from date of site readiness & AERB intermittent approval whichever is later.

102	8. General Points	General Points	General Points: 1) Please provide exact BOQ for fair evaluation and details of soil report, structural details etc. 2) Please share the details of permanent power load and DG availability for machine and supports of each site. 3) What is the process of rate approval of any extra items if required during the project? 4) The hospital shall provide construction water and power supply at the point of use (site) free of cost. 5) Request to exclude site modification cost from L1 calculation since no clear scope is mentioned in the tender. 6) We request to exclude all statuary/ regulatory approvals/ follow-ups from final scope of work as this need local expertise. Local Hospital should facilitate this work 7) Distance between the TPS Room and the bunker should be mentioned. 8) The civil work has to be according to our specification. 9) The bidder shall not be responsible for obtaining electrical inspectorate	visit site
			approvals, and such approvals shall not be considered part of or linked to the project timeline. 10) The institution shall provide all material and drawing approvals prior to the commencement of the project. Once execution begins, no changes will be entertained to avoid disruption in timelines and scope	
103	Page No.33	18. FALL CLAUSE	Request you kindly provide the confirmation on the below points: (i) Fall back clause should only be applicable for the identical supplies done within the territory of India (ii) Kindly confirm the timelines around the applicability of this clause	As per tender Document.

104	Page No.22	8. LIQUIDATED DAMAGE The entire ordered quantity shall be supplied (installed and commissioned) within 180 days from the date of issue purchase order or issuance of letter of credit or issuance of site readiness form (as per Annexure 21) whichever is later. Goods supplied after the above stipulated date i.e., 180 days will be liable for "Liquidated Damage".	LD Calculation shall be calculated from the date of the clean LC Extension of Time 1.1 Subject to the terms of this Agreement, Bidder shall be entitled to an extension of the time for completion of supply of Product (without the Customer making any claims for damages) to the extent that the supply of the Product is delayed by: 1.1.1 Customer not making timely payment in accordance with the payment terms contained herein; 1.1.2 A variation in the terms of the Agreement due to a Change in Law; 1.1.3 Any delay, impediment or prevention caused by or attributable to the Customer, the	No Change
			Customer's representative/ consultants, or such other persons appointed by the Customer at the Installation Site; and 1.1.4 Delays attributable to an event of Force Majeure, or any other reasons not attributable to any negligence or fault of International Bidder or Indian Bidder.	
105	Page No.32	16. PENALTY FOR SERVICE DURING WARRANTY/ CMC PERIOD	We request to kindly amend this clause as-Instead of any monetary penalty, equivalent no. of CMC days should be increased in the contract.In the event an Invoice and/or any outstanding/overdue sums under an Invoice has been outstanding for over 90 (Ninety) calendar days from date of Invoice then, the Uptime Performance Guarantee, shall stand void and Varian shall no longer be obligated by the terms of the Uptime Performance Guarantee.	As per tender document

106		Payment for Turnkey:	Please note that Turnkey in this case would be a cost intensive project limiting our capability to fund. Therefore, there should be a provision for milestone-based payment as follows: 30% - Advance, 30% - Completion of Civil and Interior works, 30% - Completion of Electrical and HVAC works and 10% - Completion of Turnkey works and Handover for Machine Installation. For Turnkey - There won't be any remittance to foreign Principal in this case, as turnkey shall be taken care by Varian India local entity the same shall be bill directly to	No Change
			Institute with applicable local taxes as extra.	
107	Page No.5	EMD	We urge you to kindly amend this clause as: Supplier can submit the EMD in the form of Bank Guarantee/FDR/DD	No Change
108		LC Charges	Kindly note, All the LC charges shall be borne by the Institute/Tender Inviting Authority	Not accepted
109		Payment Terms	We would need a 100% irrevocable Inland Letter of Credit in INR payable as follows: 90% on delivery & balance 10% against acceptance and commissioning or, 180/120 days from the delivery, whichever is earlier.	Not accepted
110	Page No.22	7. SUPPLY CONDITIONS The entire ordered quantity shall be supplied (installed and commissioned) within 90 days from the date of issue of purchase order or issuance of letter of credit or issuance of site readiness form (as per Annexure 21) whichever is later. Irrespective of any reason, the ordered quantity must be supplied within 180 days from the date of purchase order or letter of credit whichever is later. In case of delay in supply, LD shall be levied as per the tender conditions.	"1. Installation and Final Acceptance 1.1 Installation: The installation of the Product at the Installation Site will be done by Bidder 1.2 Preparation of the Installation Site: The Customer shall be responsible for having the building, utilities, lighting, ventilation, air conditioning, mounting facilities, all necessary radiation shielding, radiation surveys required by Applicable Law, Product calibration and access to the room, including removal and disposal or other disposition of any existing linear accelerator, simulator, or similar and related equipment, completed prior to the	Check Serial no.-101

			estimated delivery date and ready for installation of the Product. The Customer shall ensure that Bidder is granted sufficient access to Installation Site and provide sufficient personnel to assist Bidder in the performance of its obligations. Bidder shall not be financially or legally responsible for such work. Further, all delivery, installation and warranty timelines stated in this Agreement are subject to the Customer complying with its obligations under this Clause in a timely manner. 1.3 Timeline for installation: If through no fault of Bidder, the product is not installed within 12 (Twelve) months [after delivery of the Product at the Customer Destination], installation will be performed on a paid service basis. Further, in such an event, Bidder shall not be bound by any of the Bidder Warranties provided by it under this Agreement."	
111		Fall Clause	Deviation (Commercial)	As per tende document
112		Software Updates vs Upgrades	Deviation (Commercial)	Accepted
113		Spare parts model	Deviation (Commercial)	Accepted
114		Liquidated Damages	Deviation (Commercial)	As per tender document
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
115		Deemed cancellation / 20% penalty after 120 days	Deviation (Commercial)	Deemed cancellation and the associated penalty shall be applicable only after prior written notice has been issued and a reasonable opportunity to cure has been provided to the supplier/bidder by the Hospital Authority.
116		Force Majure	Deviation (Commercial)	Not accepted
117		Risk purchase / additional procurement at Supplier cost	Deviation (Commercial)	As per tender document
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
118		Blacklisting / debarment safeguards	Deviation (Commercial)	As per tender document
119		CMC default entry / deemed agreement		No Change

120		Termination for convenience – compensation		As per tender document
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
121		Audit / post-payment verification		As per tender documents
122		Insurance		As per tender documents
123		Utilities, power quality & site conditions		As per tender documents
124		Training		As per tender documents
S.No.	**Clause Reference**	**Existing Tender Provision**	**Bidder's Response**	**Amendment**
125		Change management / scope creep		As per tender documents
126		Tax/statutory Variation		As per tender documents
127		Remote diagnostics / data protection		As per tender documents
128		End-of-support / obsolescence		As per tender documents
129		Software licence / IP protection		As per tender documents
130		Limitation of Liability		As per tender documents
131		Standby machine obligation		As per tender document
132		Bid validity / rate contract duration		As per tender document
133	_	ADDED TENDER CLAUSE:	-	**Copy Attached.**

ADDED TENDER CLAUSE:

1) The selected bidder must be registered under GST in the state of Chhattisgarh prior to the issuance of the purchase order or award of the contract.
   Note: - In case the bidder is not registered under GST in Chhattisgarh at the time of bidding, Bidder must mandatorily submit an undertaking confirming that GST registration in Chhattisgarh will be obtained within 15 days of the award of the contract to the selected bidder. In case of non-compliance with the above conditions, appropriate penal action including imposition of penalties, blacklisting, and/or any other action as deemed fit by the Tender Inviting Authority (TIA) may be taken.
2) MSEs and start-ups registered manufacturer in the State of Chhattisgarh for the quoted product shall be exempted from the requirement of demonstrating past experience & average annual turnover criteria for participation. To claim exemption, relevant valid documents, in support of MSEs and start-ups are required to be uploaded by the bidder(s). Without relevant document, bid may be rejected.
3) IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted. If the product manufactured by a country which shares land border with India must have a valid license from the CDSCO and DPIIT clearance.

   Other Important Notes:

   - **MSEs and start-ups registered manufacturer in the State of Chhattisgarh for the quoted product shall be exempted from the requirement of submitting Earnest Money Deposit (EMD) for participation.**
   - **Micro and small industries owned by Scheduled Tribes, Scheduled Castes or Women category shall be eligible for 50 (Fifty) percent exemption on the security deposit amount.**
   - **Bidders not registered in Chhattisgarh shall mandatorily submit EMD, irrespective of any NSIC/Udyam/MSE registration issued outside the State.**