ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-29.
STORES SECTION (DO)

Ref. No. 10/Stores (DO)/R.D./PAC/2017-18/FSC   **Dated 06.07.2017**

Sub:- Purchase of Software for texture analysis of CT & MR Images for the department of Radio-diagnosis, (AIIMS), New Delhi-110 029, on proprietary basis **Inviting comments thereon.**

******

The Institute is in the process to purchase **Software for texture analysis of CT & MR Images** for the department of Radio-diagnosis, (AIIMS), New Delhi from M/s. Cambridge Compound Imaging Ltd., U.K. The proposal submitted by M/s. Cambridge Compound Imaging Ltd., U.K. and PAC Certifications are attached.

The above documents are being uploaded for open information to submit objections, comments, if any, from any manufacturer regarding proprietary nature of the equipment/item within issue of 15 days giving reference No. **10/Stores (DO)/R.D./PAC/2017-18/FSC.** The comments should be received by office of Sr. Stores Officer (DO), Store Section (DO), Animal House Building, Near Biotechnology Building at AIIMS on or before 20.07.2017 upto 12.30 p.m., failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

Yours faithfully,

SR. STORES OFFICER (DO)

**Encl: Related documents enclosed.**

Department of Radiodiagnosis, AIIMS, New Delhi

Technical Specifications for software for texture analysis of CT & MR images

- An analysis tool for measurement of heterogeneity in cross-sectional images such as CT and MR and comprising two main components: an interactive analysis tool which allows radiologists to identify areas of interest for measurement and communicates with hospital imaging systems via DICOM networking, and a cohort analysis tool which allows investigation of patient studies (data mining component). The quantitative heterogeneity measure should be user friendly and provide the facility for generating parameters like mean positive pixel intensity, standard deviation, skewness, kurtosis and entropy by simply drawing a region of interest (ROI) over the lesion.

- It should allow segmentation of the tumor and generate texture parameters over multiple slices

- It should provide automatic statistical analysis of the texture parameters

- All the functionalities of the software should be compatible with the existing PACS system in the department of Radiodiagnosis, AIIMS, New Delhi

- Two concurrent licenses should be accessible from any of the clients connected to the PACS system

- It should store the texture data and allow easy comparison on follow-up studies of the same patient

- Please specify the hardware requirements for installing the software

- Adequate onsite training to be given to the users in the department

- Technical support for a period of 5 years will have to be provided
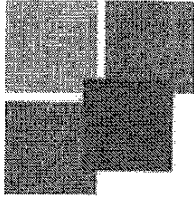
CAMBRIDGE COMPUTED IMAGING LTD

Unit 5 Grange Park
Broadway, Bourn
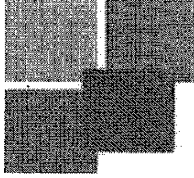Cambridge
CB23 2TA
UK
Tel: +44 (0)1954 718042

QUOTATION

All India Institute of Medical
Sciences
Attention: Dr Raju Sharma
Professor, Department of
Radiology
New Delhi
110029
INDIA

Date
08 May 2017
Quotation Number
QU-0096
Reference
20170216/BG
<u>This is NOT a TAX invoice</u>
VAT Number
GB760001191

Description	Quantity	Unit Price	VAT	Amount USD
TexRAD Research, TexRAD Commercial Research version of the TexRAD software. Comprising:TexRAD CT/MR Texture Analysis tool; Two user licenses;PACS integration; Data Mining tool; Technical and scientific support for one year	1.00	34,000.00	No VAT	34,000.00
Updates and support after initial year will be charged at 20% of sale price per annum.				

	Subtotal	34,000.00
	Total No VAT	0.00
	Invoice Total USD	34,000.00
	Total Net Payments USD	0.00
	Amount Due USD	**34,000.00**

GBP Equivalent Conversion
1 GBP = 1.2932 USD

VAT RATES	NET GOODS	VAT
No VAT	26,291.37	0.00

The TexRAD software is provided for research purposes only and does not claim compliance with any medical device regulation. End users must acknowledge that they shall not rely upon any outputs from the software for any clinical purpose or to make any clinical decisions on patient prognosis or treatment.

CAMBRIDGE COMPUTED IMAGING LTD

Unit 5 Grange Park
Broadway
Bourn
Cambridge
CB23 2TA

Requirements for TexRAD Server Research

Introduction

TexRAD Server Research edition is implemented as a Server solution running on a Microsoft Windows Server / IIS platform. Access to the analysis and results is via a web application.
Access is controlled by logins – managed by the designated administrator(s).

Server requirements

Hardware

We recommend Intel CPUs. For two simultaneous users, a minimum 4GB RAM and Core i5 is required; 8GB RAM and Xeon CPU preferred. Disk space is as recommended for the operating system, plus storage for image data. A minimum of 80GB OS partition and 100GB Data partition is recommended. Network bandwidth for client operation is not very demanding – 100Mbit is sufficient – but will be the limiting factor for upload of image data. Virtual machines conforming to the above specification are acceptable.

Software

The recommended platform is Server 2012 R2 64 bit. SQL Server Express and IIS will be added by CCI as part of the installation process. English version of the operating system or English language pack is desirable. Server 2008 R2 is also supported. Workstation operating systems can be supported but are not recommended.

Environment

For the research version of TexRAD, all logins are managed within the server and no integration with domains is required.

DICOM networking

DICOM images may be sent to the server by DICOM transfer (the server contains a Store SCP listening on port 104) or, on request, FTP upload.

Client requirements

Hardware

See below for operating system requirements. Hardware requirements are not demanding – but we recommend a good screen, 1600x900 pixels or better. Any laptop or PC purchased in the last 2-3 years should be adequate.

Software

The client software requires Silverlight 5 to operate. This will run on Windows 7 SP1 and above with Internet Explorer 8 or above.
Installation of Silverlight is not usually a problem but may require the assistance of your IT department.

Install process

Server software

The server software installation is performed by TexRAD and will require remote access to a pre-installed Server OS. We will need to discuss the access protocol with your IT staff. We recommend providing us with ongoing remote access for support and training.

Client software

Once Silverlight 5 has been installed, the client software installs automatically from the browser and does not need IT support.

CAMBRIDGE COMPUTED IMAGING LTD
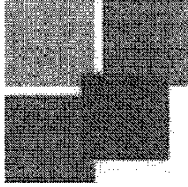
Unit 5 Grange Park
Broadway
Bourn
Cambridge
CB23 2TA

CAMBRIDGE COMPUTED IMAGING
SOFTWARE LICENCE TERMS AND CONDITIONS

These terms and conditions, together with the Quotation (or in the absence of a quotation, the Invoice) that we have supplied to you ("**Quotation/Invoice**"), form the basis of a legal agreement between the customer, company, organisation or entity named on the Quotation/Invoice ("**you**" or "**your**") and Cambridge Computed Imaging Limited, a company incorporated in England and Wales under company number 04025026 whose registered office is at Unit 5, Grange Park, Broadway, Bourn, Cambridge, Cambridgeshire, CB23 2TA, United Kingdom ("**us**", "**we**" or "**our**") relating to:

- the computer software identified in the Quotation/Invoice, together with any patch, update, maintenance release, new release or new version that we may (but are not obliged to) supply to you from time to time (the "**Software**"); and
- any printed materials and/or online or electronic documents that we supply to you or otherwise make available relating to the Software (the "**Documents**").

We licence use of the Software and Documents to you upon and subject to these terms and conditions. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE:

- BY PROCEEDING WITH YOUR ORDER AND COMMENCING USE OF THE SOFTWARE YOU AGREE TO THESE TERMS AND CONDITIONS WHICH (TOGETHER WITH ANY SPECIAL TERMS EXPRESSLY SET OUT IN THE QUOTATION/INVOICE AND/OR AGREED IN WRITING WITH US) WILL BIND YOU TO THE EXCLUSION OF ANY OTHERS THAT YOU MAY PURPORT TO INCORPORATE (WHETHER ON A PURCHASE ORDER OR OTHERWISE) OR THAT MAY BE IMPLIED THROUGH CUSTOM, COURSE OF DEALING, OR OTHERWISE.

- THESE TERMS AND CONDITIONS INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 6 BELOW.

- UNLESS OTHERWISE EXPRESSLY SPECIFIED IN THE QUOTATION/INVOICE, THE SOFTWARE IS NOT AUTHORISED FOR USE AS A MEDICAL DEVICE (WITHIN THE MEANING OF THE EU MEDICAL DEVICES DIRECTIVE 93/42/EEC AND/OR ANY SIMILAR LOCAL LAWS WHERE YOU ARE LOCATED, AS MAY BE AMENDED, UPDATED OR SUPERSEDED FROM TIME TO TIME) AND THEREFORE:

  ➢ YOU MAY NOT USE THE SOFTWARE FOR ANY MEDICAL PURPOSE, NAMELY: (i) THE DIAGNOSIS, PREVENTION, MONITORING, TREATMENT OR ALLEVIATION OF DISEASE; (ii) THE DIAGNOSIS, MONITORING, TREATMENT, ALLEVIATION OF OR COMPENSATION FOR AN INJURY OR HANDICAP; (iii) THE INVESTIGATION, REPLACEMENT OR MODIFICATION OF THE ANATOMY OR OF A PHYSIOLOGICAL PROCESS; OR (iv) THE CONTROL OF CONCEPTION;

  ➢ YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED FOR INFORMATION AND RESEARCH PURPOSES ONLY AND YOU AGREE THAT YOU SHALL NOT RELY UPON ANY OUTPUTS FROM THE

5
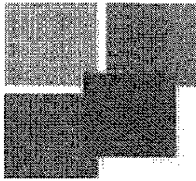
CAMBRIDGE COMPUTED IMAGING LTD

Unit 5 Grange Park
Broadway
Bourn
Cambridge
CB23 2TA

SOFTWARE FOR ANY CLINICAL PURPOSE OR TO MAKE ANY CLINICAL DECISIONS; AND

➢ YOU AGREE TO FULLY INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES SUFFERED OR INCURRED BY US AS A RESULT OF ANY BREACH BY YOU OF THIS PROVISION.

You should print and retain a copy of these terms and conditions for future reference.

1 Grant and scope of licence

1.1 In consideration of payment by you of the licence fee specified in the Quotation/Invoice, we hereby grant to you a non-exclusive, personal, non-transferable licence to use the Software and the Documents for your own internal purposes only and not for resale, from and including the commencement date specified in the Quotation/Invoice (or from the date of our invoice, if no such date is specified in the Quotation/Invoice) for the duration specified in the Quotation/Invoice or on our invoice, upon and subject to these terms and conditions (which include, for the avoidance of doubt, the section above headed "Important Notice") and any additional restrictions set out in the Quotation/Invoice.

1.2 Where specified in the Quotation/Invoice and in consideration of the applicable fee set out therein (if any), we shall deliver to you, install and/or configure the Software ("**Installation Services**"), provided that you provide us with such assistance, information, data and access to your systems and/or premises as we may reasonably require in order to enable us to perform such Installation Services.

1.3 You may permit your employees ("**Authorised Users**") to use the Software, provided that you shall ensure that the number of Authorised Users shall not exceed the maximum number specified in the Quotation/Invoice, if applicable (unless you pay to us the relevant fee to increase such maximum number of Authorised Users, at our applicable rates from time to time in force).

1.4 If the Quotation/Invoice states that you are purchasing access to the Software on a remotely hosted, software-as-a-service basis:

1.4.1 we shall host or procure the hosting of the Software on hardware and infrastructure connected to the internet and shall provide details to you of how you can access the Software;

1.4.2 you shall make such back-ups of the data and information that you upload to or via the Software as you think appropriate in all the circumstances (as we shall have no responsibility to do so);

1.4.3 you shall not (and shall procure that your Authorised Users do not) upload or transmit via the Software any viruses or malicious code or any material that is unlawful, illegal, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, or discriminatory; and

1.4.4 your licence to use the Software shall automatically renew for further periods of time equal to the initial period specified in the Quotation/Invoice (each such period being a "**Subscription Period**") unless you give us not less than [30] days' written notice to terminate your licence (or such other length of notice as is expressly specified in the Quotation/Invoice) such notice to expire at the end of a Subscription Period, unless your licence is terminated early in accordance with the provisions of clause 7 (Termination).

2 Your responsibilities

2.1 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documents and, in the event of any such unauthorised access or use, promptly notify us. In the event of any incident which we and/or a regulatory body are required to investigate, you shall provide us with such assistance, co-operation, information, data and access to your systems and premises as we may reasonably require.

2.2 Except as expressly set out in these terms and conditions or the Quotation/Invoice or as permitted by any applicable law, you undertake:

2.2.1 not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or (in the case of Software provided on physical media or installed on your own hardware) where it is necessary for the purpose of back-up or operational security;

2.2.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;

2.2.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

2.2.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the Software with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software which is substantially similar to the Software;

2.2.5 (in the case of Software provided on physical media or installed on your own hardware) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

2.2.6 to supervise and control use of the Software and ensure that the Software is used by your Authorised Users in accordance with these terms and conditions; and

2.2.7 not to provide or otherwise make available the Software in whole or in part in any form to any person other than your Authorised Users without prior written consent from us.

3 Intellectual property rights

3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us and/or our licensors, that rights in the Software and the Documents are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with these terms and conditions.

3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

3.3 We undertake at our own expense to defend you or, at our option, settle any claim or action brought against you alleging that the possession, use, development, modification or maintenance of the Software (or any part thereof) in accordance with these terms and conditions infringes the UK intellectual property rights of a third party ("**Claim**") and we shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Claim. This clause shall not apply where the Claim in question is attributable to possession, use, development, modification or maintenance of the Software (or any part thereof) by you other than in accordance with these terms and conditions, the use of the Software by you in combination with any hardware or software not supplied or specified by us if the infringement would have been avoided by the use of the Software not so combined, the use of a non-current release of the Software, and/or to the extent that the Claim arises directly or indirectly through the possession, use, development, modification or maintenance of any open-source software incorporated into the Software or through the breach of any licence terms relating to any such open-source software.

3.4 If any third party makes a Claim, or notifies an intention to make a Claim against you, our obligations under clause 3.3 are conditional on you:

3.4.1 promptly giving written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;

Company Registration No: 04025026. Registered Office: Grange Park, Broadway, Bourn, Cambs, CB23 2TA
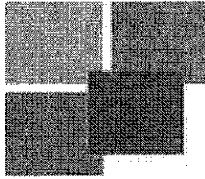
CAMBRIDGE COMPUTED IMAGING LTD

Unit 5 Grange Park
Broadway
Bourn
Cambridge
CB23 2TA

3.4.2 not making any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);

3.4.3 giving us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and

3.4.4 at our expense, taking such action as we may reasonably request to avoid, dispute, compromise or defend the Claim.

3.5 If any Claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:

3.5.1 procure for you the right to continue using, developing, modifying or maintaining the Software (or any part thereof) in accordance with the terms of this licence;

3.5.2 modify the Software so that it ceases to be infringing;

3.5.3 replace the Software with non-infringing software; or

3.5.4 terminate the licence granted under clause 1.1 above immediately by notice in writing to you and refund any of the licence fee already paid by you as at the date of termination (less a reasonable sum in respect of your use of the Software to the date of termination) on deletion or return of the Software and all copies thereof.

3.6 The above provisions constitute your exclusive remedy and our only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 6.2.

4 Our responsibilities

4.1 We shall use reasonable endeavours to meet any dates and timescales set out in the Quotation/Invoice and/or otherwise confirmed by us to you in writing, but time shall not be of the essence as regards any such dates and timescales.

4.2 We warrant that the Software will, when properly used, perform materially in accordance with the functions described in the Documents for a period of ninety (90) days from the date on which we supply you with, or provide you with access to, the Software ("Warranty Period"). If within the Warranty Period you notify us in writing of any defect or fault in the Software as a result of which it fails to perform materially in accordance with the Documents, we will, at our sole option, either repair or replace the Software (provided that you make available all information that may be necessary to assist us in resolving the defect or fault, including sufficient information to enable us to recreate the defect or fault). This warranty does not apply: (a) if the defect or fault in the Software results from you having amended the Software; or (b) if the defect or fault in the Software results from you having used the Software otherwise than in accordance with these terms and conditions, the Documents, and/or our instructions and directions from time to time communicated to you (whether in writing or otherwise).

4.3 We warrant that we shall use reasonable endeavours to ensure that the Software is free from viruses or malicious code, however we can give no absolute guarantees in this regard and accordingly you must ensure that you have up-to-date anti-virus software installed on your hardware and systems at all times.

4.4 You acknowledge that save as expressly provided in these terms and conditions the Software and the Documents are provided "as is". We do not warrant that your use of the Software will be uninterrupted or error-free. You are responsible for the selection of the Software to achieve your intended results and you acknowledge that the Software has not been developed to meet your individual requirements.

4.5 We shall use reasonable endeavours to protect your confidential information against unauthorised disclosure, provided always that we may disclose any such confidential information: (a) to our employees, affiliates and professional advisers; (b) if it is or has become publically known other than through breach of this clause; or (c) if required to be disclosed by a governmental or regulatory authority or by law.

4.6 We warrant that, to the extent that we process any personal data (as such terms are defined in the Data Protection Act 1998) on your behalf, we shall: (a) act only in accordance with your instructions in respect of such personal data; and (b) have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data.

4.7 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these terms and conditions or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5 Support and maintenance services

5.1 In consideration of payment by you of the support fee specified in the Quotation/Invoice and subject to the remainder of this clause 5, if the Software does not perform materially in accordance with the functions described in the Documents (a "Failure"), we shall use reasonable endeavours to investigate and to remedy the Failure (or to provide a workaround) as soon as is reasonably practicable in all the circumstances ("Support Services").

5.2 We shall provide the Support Services for the period of 12 months from and including the commencement date specified in the Quotation/Invoice (or from the date of our invoice, if no such date is specified in the Quotation/Invoice), or for such other period as is expressly specified in the Quotation/Invoice or on our invoice (the "Initial Support Period"). We shall continue to provide the Support Services after the Initial Support Period subject to payment by you of the relevant support fees as set out in the Quotation/Invoice. Where the Quotation/Invoice states that the Software is provided on a remotely hosted, software-as-a-service basis, the support fees are included in the software access fees payable for that service.

5.3 The Support Services also include access to any new version or update of the Software which we may release from time to time.

5.4 We shall not be obliged to provide any Support Services (or we may charge you an additional fee at our then current rates):

5.4.1 if you have not promptly (and in any event within 5 working days) reported the Failure to us via our support telephone helpline or by email to our support email address (each as set out in the Quotation/Invoice) after having discovered it;

5.4.2 if the Failure results from you having amended or attempted to amend the Software;

5.4.3 if the Failure results from you having used the Software in contravention of these terms and conditions and/or in contravention of any instructions, requirements (including without limitation any operating system or hardware requirements) or restrictions set out in the Quotation/Invoice or the Documents or otherwise notified by us to you in writing from time to time;

5.4.4 if you have not implemented any patch, update, maintenance release, new release or new version of the Software provided by us to you (if applicable); and/or

5.4.5 if you wish to receive any Support Services in any period in respect of which you have not paid the relevant support fee.

5.5 You shall provide us with such assistance, co-operation, information, data and access to your systems and premises as we may reasonably require in order to enable us to perform the Support Services.

6 Limitation of liability

6.1 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions for:

6.1.1 loss of profits, sales, business, or revenue;

6.1.2 business interruption;

6.1.3 loss of anticipated savings;

6.1.4 loss or corruption of data or information;

6.1.5 loss of business opportunity, goodwill or reputation; or

6.1.6 any indirect or consequential loss or damage.

6.2 Subject to clause 6.1 and clause 6.2, our maximum aggregate liability under or in connection with these terms and conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the total amounts actually paid by you to us during the twelve (12) months preceding the event giving rise to a claim.

6.3 Nothing in these terms and conditions shall limit or exclude our liability for:

6.3.1 death or personal injury resulting from our negligence;

6.3.2 fraud or fraudulent misrepresentation; or

6.3.3 any other liability that cannot be excluded or limited by applicable law.

7 Termination

7.1 We may terminate the licence granted to you pursuant to clause 1.1 above immediately by written notice to you if:

7.1.1 you commit a material or persistent breach of these terms and conditions which you fail to remedy (if remediable) within 30 days after the service of written notice requiring you to do so;

7.1.2 you become insolvent or unable to pay your debts as they fall due or become subject to, or yourself take any steps to invoke, any
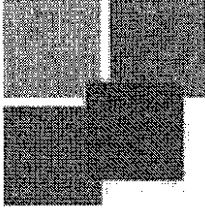
CAMBRIDGE COMPUTED IMAGING LTD

Unit 5 Grange Park
Broadway
Bourn
Cambridge
CB23 2TA

law, proceedings, procedure or third party action preliminary or relating to your insolvency, winding-up, liquidation, administration or receivership (or any analogous proceedings in any jurisdiction) or any enforcement of any security against you, or to a rescheduling, composition or arrangement in respect of any of your debts; or

7.1.3 you cease or threaten to cease to trade.

7.2 Upon termination for any reason:

7.2.1 all rights granted to you and the provision of all services to you shall cease;

7.2.2 you must immediately cease all activities authorised by these terms;

7.2.3 you must immediately pay any sums due that remain outstanding; and

7.2.4 (in the case of Software provided on physical media or installed on your own hardware) you must immediately delete or remove the Software and Documents from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8 Notices

8.1 Any notice given to a party under or in connection with these terms and conditions shall be in writing to its registered office (if a company) or its principal place of business (in any other case) and shall be:

8.1.1 (where both parties are resident in the United Kingdom) delivered by next working day delivery service providing proof of delivery; or

8.1.2 (where you are resident outside the United Kingdom) sent by pre-paid airmail providing proof of delivery.

8.2 A notice shall be deemed to have been received at the time of delivery as recorded by the delivery service.

8.3 This clause does not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mail.

9 Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an Event Outside Our Control. An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, or default of suppliers or sub-contractors.

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these terms and conditions our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

10 Other important terms

10.1 All amounts due to us shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding, in accordance with the payment terms set out in the Quotation/Invoice (or, if no payment terms are so specified, within thirty (30) days of the date of our invoice). If any deduction or withholding is required by law, you shall make such additional payment to us as is necessary in order to ensure that the amount we receive is the full amount that would otherwise have been paid by you to us but for any required deduction or withholding.

10.2 If you fail to pay any amount payable by you when due then we may charge you interest on the overdue amount (payable by you immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 (as may be amended, updated, or superseded from time to time).

10.3 You shall permit us to audit your use of the Software and your compliance with these terms and conditions by permitting us to access your systems and/or premises upon request in accordance with this clause. Such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice (unless we suspect fraud or your wilful default).

10.4 We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights or our obligations under these terms and conditions. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.

10.5 No variation of these terms and conditions shall be effective unless it is in writing and signed by both parties.

10.6 These terms and conditions and any documents expressly referred to in them constitute the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to their subject matter (unless otherwise expressly agreed by us in writing). You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or any document expressly referred to in them. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions or any document expressly referred to in them.

10.7 If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default.

10.8 Each of the terms of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

10.9 These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both irrevocably agree to the exclusive jurisdiction of the courts of England in respect of any disputes that arise under or in connection with these terms and conditions or their subject matter or formation, save that we may commence proceedings in any jurisdiction in which you operate if we elect to do so.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR, NEW DELHI-110029

PROPRIETARY/SPECIFIC BRAND GOODS CERTIFICATE

1. Item/Type/Model No. required along : Software for Texture analysis of CT & MR images
    with specification.

2. Is the item a spare part attachment or accessory : No. New item
    for an existing equipment.

3. Name of the manufacturer/supplier of the item : Cambridge Computed Imaging Ltd
    proposed by the indenter.

4. Are they sole manufactures/sole distributors of the item : Yes

5. Is there any other item with similar/equivalent : No other item with similar specification available
    specification available in the market to meet the   in the market
    job requirement envisaged. If the answer is yes,
    why the same can't be procured. Demanding officer
    should bring out comparative functional advantage/
    cost effectiveness of the recommended item from
    these offered by other.

6. What were the efforts made to locate alternative : Search on internet
    source of supply of use other substitutes.

7. Why open/limited tender can't be resorted to for : No other item with similar/equivalent
    locating alternative source.   specification available in the market

8. Are the proprietary items certifying that the rates are : Yes rates are reasonable
    reasonable or not.

9. Any other justification for procuring item from single : No
    Source.

Signature of Indenter
(Demanding Officer)

Dr. Arun Kumar Gupta, MD, FAMS
Countersigned
(Head of the Department)
Professor & Head
Department of Radio diagnosis
All India Institute of Medical Sciences
New Delhi-110029

I certify that the item at Sr. No. 1 above is required to be procured on single tender basis as the source of
supply is definitely known/the specified brand proposed was advantages in meeting out functional
requirements and limited tender system could be dispensed with as they would serve no useful purpose in
this particular case.
(Strike whichever is not applicable)

9