



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, त्रिवेंद्रम, तिरुवनन्तपुरम - 695 011, केरल, भारत
SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY, TRIVANDRUM
THIRUVANANTHAPURAM - 695 011, KERALA, INDIA

(एक राष्ट्रीय महत्व का संस्थान, विज्ञान और प्रौद्योगिकी विभाग, भारत सरकार)
(An Institution of National Importance, Department of Science and Technology, Government of India)

टेलीफॉन नं./Telephone No.: 0471-2443152 फैक्स/Fax: 0471-2446433, 2550728

ई-मेल/E-mail: sct@sctimst.ac.in वेबसाइट/Website: www.sctimst.ac.in



E- TENDER NOTICE

Tender No. SCT/H/IMP/P2/20-21/5

Dated 03.03.2021

Online Tender in **TWO BID** system are invited from Foreign Manufacturers/their accredited Indian Agents/Indian Manufacturers/ their Distributors for the supply of the following equipment

Sl.No	Particulars	Tender No.	Qty
1	CARDIOPULMONARY BYPASS MACHINE	SCT/H/IMP/P2/20-21/5	As per Price Schedule

Last date and time of online submission of bids	24/03/2021 at 05:00 PM
Last date and time of submission of, tender document and hardcopy of technical bid with supporting documents (price bid has to be submitted online only). The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid	30/03/2021 at 01:00 PM
Earnest Money Deposit Amount	In the form of Bid Security Declaration
Date of tender Opening	30/03/2021 at 03.00 PM
Date of online price bid Opening	Will be informed later
Contact Person	Senior Purchase & Stores Officer, Email: purchase@sctimst.ac.in, spso@sctimst.ac.in Ph: 0471-2524445 / 145/225

Interested bidders are advised to download the complete Tender Enquiry document from the websites www.sctimst.ac.in or www.eprocure.gov.in/cppp or www.tenderwizard.com/SCTIMST under “Tender Free View” link for complete details.

Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/SCTIMST by clicking on “Enrolment/REGISTER ME” link in the homepage.



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The vendor registration fees has to be paid to KEONICS for Rs 2000/- plus tax. Using the e-payment link provided at the time of registration, and the mode of payment are Credit Card, Debit Card and internet banking. Vendor Registration is valid for ONE Year.

For further details on e-Tender participation, please contact KEONICS Help Desk on

- Telephone: 080-49352000/9746428200 Mr. Vijay (Kerala Executive)
- Email: sridevi.m@etenderwizard.com, harishkumar.kb@etenderwizard.com,
ambasa@etenderwizard.com twhelpdesk908@gmail.com

All bids should be accompanied by **BID SECURITY DECLARATION CERTIFICATE (Annexure-4)**. Bid Security Declaration should be enclosed with technical bid..

Integrity Pact Agreement will form part and parcel of this tender. It is mandatory to enclose the Integrity Pact Agreement (APPENDIX-A) along with the tender

Independent External Monitors

Sri.Sharda Prasad, IPS (Rtd). Ph: 8800484522, email: spy1809@gmail.com

Sri. Sanjeev Behari, IRS (Rtd). Ph: 9869199464 email: saloni_behari@yahoo.co.in

All pages of Integrity Pact Agreement are to be returned by the bidder along with the bid duly signed by the same signatory who is duly authorized to sign the bid and to make binding – commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.

Clarifications, if any with regard to tender documents may be communicated /sought well in advance before the closing date of the tender.

The Director of the Institute reserves the right to accept the offer by individual items and reject all or any of the tenders or in whole or part without assigning any reason thereof and does not bind itself to accept lowest quotations.

Bidders may simulate online bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission .



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Important Note: Tenders not accompanied with Bid Security Declaration Certificate shall automatically stand rejected.

Sd/-

DIRECTOR



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TERMS & CONDITIONS

1. The tender(s) must be submitted as per the below terms and conditions and should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the tender(s) will not be considered. Further, tender(s) written in pencil will not be considered.
2. (a) The bidder should declare whether they are manufacturer, accredited Agents, or sole representative (indicating the name of Principal) on the top of the Bid.
(b) In case of agents quoting in offshore procurements, on behalf of their principal manufacturer(s), one agent cannot represent two manufacturers or quote on their behalf in particular tender. One manufacturer can authorize only one agent / dealer. Only one bid, either from principal manufacturer directly or through one Indian agent on his behalf or Indian / foreign agent on behalf of principal manufacturer shall be entertained.
(c) Agency Commission, if any should be payable to Indian agent at the rate prescribed by the foreign tenderers as per quote.
3. All offers should be accompanied with detailed specifications, relevant documents as elaborated in Annexure 1 & 2.
4. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, write up where ever applicable.
5. In case the items coming under the provisions of Drugs & Cosmetics Act & Rules, the following should be submitted :
 - a) For imported items : Central Drugs Controller Certificate from Central Drugs Standard Control Organization, New Delhi.
 - b) For indigenously manufactured items : Certificate issued by State Drugs Controller
6. The documents to be furnished in both the bids are given in Annexure-2. Technical bid will be opened and evaluated first. Price bid of technically qualified bidders will be opened on prior intimation. The lowest offer will be arrived on adding basic cost, GST applicable, incidentals (if any) and CMC/AMC on varied conditions (other than the conditions mentioned at Sl. No.17). Negotiation will be conducted with the lowest qualified tenderer only, if required.
7. This Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
8. The prices quoted should be EX-WORKS/ FOB / CIF in foreign currency by Ocean Freight/Air Freight or FOR Trivandrum for delivery at our Institute in INR, if the tenderer prefers to quote in INR. (This clause is applicable as per the mode of quote). If the price quoted is CIF, break up of price for freight and insurance to be indicated separately. Rates quoted should not be revised till the supplies are completed and the rate shall be valid for 180 days from the date of opening of bid.



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9. In case of no quotes against a particular item in the tender(s), this should be clearly mentioned along with reasons. The prices quoted should not be revised till the supplies are completed. The rates should be quoted in words and figures. In case of difference in quote(s) written in figure and words arise, the amount written in words will be treated as quoted rate. Rates quoted should be free delivery at destination including all charges otherwise the tender is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the tender, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of six months from the date of opening of the tender. GST applicable should be mentioned separately in support of HSN code. If no indication regarding GST is recorded in the tender the GST will be considered as included in the quote(s).
10. (i) If an Indian Agent is participating on behalf of a foreign manufacturer then the foreign principal's proforma invoice indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian agent shall be furnished.
(ii) Copy of the agency agreement with the foreign manufacturer and the precise relationship between them and their mutual interest in the business.
(iii) The enlistment of the Indian Agent with Director General of Supplies & Disposables under the compulsory registration scheme of Ministry of Finance.
11. The bidder should be a manufacturer or its authorized agent (an agent should submit Manufacturer Authorization as per prescribed format) to quote and enter into a contractual obligation.
12. The bidder should have successfully executed at least 02 (two) separate orders, of the similar equipment/goods meeting major parameters of technical specification, in last 05(five) years from the date of Tender Opening, in any Hospital in India.
13. The bidders/firms identifying as MSME and/or start-up firms are exempted from fulfilling criteria at point no.12 stated above. However, this does not exempt any bidder/firm/manufacturer from fulfilling the quality requirements.
14. The Bidder shall give an affidavit as under:

"We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money."

The manufacturer (bidder)/Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, along with the tender.
15. The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Schedule.



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16. Samples must be submitted wherever specified along with the tender. Samples must be carefully packed, sealed and labeled clearly with tender number, subject and sender's name for easy identification. Rejected samples will be returned at your cost if insisted.
17. While quoting the rates for Equipment, the following are mandatory:
 - (a) **Warranty:** Minimum 3 years from the date of installation and successful commissioning of the system
 - (b) **Comprehensive Maintenance Contract (CMC) :** Maximum 5% of order value in INR value with annual escalation of 5% after warranty period. Cost of the CMC on equipment procured outside India will be arrived in accordance to the exchange rate applicable at the time of release of payment against the Purchase order.
 - (c) **Annual Maintenance Contract (AMC) Labour:** Maximum 2.5% of order value in INR value with annual escalation of 5% after warranty period. Cost of the AMC on equipment procured outside India will be arrived in accordance to the exchange rate applicable at the time of release of payment against the Purchase order.
 - (d) **List of essential spares:** If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price list should be attached along with the price bid.
 - (e) **Installation and Commissioning:** Supplier should undertake installation, commissioning and demonstration at our facility free of charge
 - (f) If the item involve softwares, tenderer should obtain software license in the name of "Director, SCTIMST" and the paper license / email license to be transferred to the name of Institute.
18. For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 3 percent of purchase order value excluding GST against the item with warranty and without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalised /scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier.
19. Selected bidder shall have to confirm the purchase order within seven days from the date of receipt of purchase order otherwise the purchase order will deemed to be accepted by vendor. In case the selected bidder notices any mistake in the contents of the order, he/they must bring the same to the notice of the Institute and seek clarifications. However, Selected bidder will have to bear the responsibility for failure to take this action.
20. The tenderer shall submit the pre-requisite information like Civil works/ Electrical works, Air Conditioning etc. within 2 weeks from the date of receipt of order or Establishment of letter of credit as the case may be.
21. All supplies are subject to inspection and approval before acceptance. Manufacturer/ supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. In case of non-acceptance, the materials should be taken back within seven days of intimation with the risk of supplier and the rejected items should be replaced within ten days from the date of non-acceptance.



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22. Delivery period required for supplying the material should be invariably specified in the bid. The consignment should be delivered at Main Store, SCTIMST, Trivandrum between 9:00 AM to 4 PM during the working days.
23. Customs Duty, GST rate, packing , forwarding, transportation cost etc., if payable should be mentioned in the tender separately. Any exemptions on above may be mentioned.
24. This Institute reserves the right to modify the quantity specified in this tender.
25. Mode of payment should be indicated. The acceptable payment modes are following:
For foreign currency:
- (1) 70% against negotiation of documents through irrevocable Letter of Credit. 30% against successful installation and commissioning. (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @3% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the nationalised/scheduled bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty)
 - (2) Wire Transfer will be applicable only after the receipt of the items, Bank Guarantee and original documents such as Invoice, Certificate of Origin, Air Way Bill, Insurance etc.
 - (3) **For INR:** Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
 - (4) Proforma invoice in triplicate should mention whether Ex-Works / FOB / CIF (Trivandrum), For CIF (Trivandrum) rates for Air freight & Ocean Freight should be separately indicated
 - (5) All bank charges outside India are levied to the beneficiary's account.
26. In the case of import purchase, following should be provided for negotiation of documents.
1. Airway bill / Bill of Lading
 2. Certificate of country of Origin of the goods to be given by the seller OR a recognized Chamber of Commerce.
 3. Detailed Packing list
 4. Detailed Item wise original Invoice
 5. Insurance certificate
 6. Manufacturer's Guarantee and Inspection certificate.
 7. Inspection certificate by SGS/Lloyd/Bureau Veritas/TUV etc.
27. Copy of Technical / Service manual should be provided along with the equipment free of cost.
28. Installation & commissioning and Training: Tenderer should undertake installation, commissioning and demonstration of equipment at our facility, free cost. Training also should be provided free of cost.



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29. Penalty clause:

(I) Delay in Delivery:

- (i) If the delivery of purchased goods is not effected on due date as specified in the purchase order, the Director, SCTIMST will have the right to impose penalty at 0.5 percent per week subject to a maximum of 10 percent of order value.
- (ii) If the deliveries are not effected as per schedule and due to that account, Institute is forced to buy the material at the risk and cost of the defaulting supplier from elsewhere, the cost towards loss or damage sustained thereby will be recovered from the defaulting supplier.

(II) Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:

- a) In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
- b) The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- c) In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.1 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.
- d) The time spent on the repair work will be added to the warranty period of the equipment.

(III) Performance (during CMC/AMC period):

- i) Uptime means 95 percent of total days in a year during which the equipment remains functional.
- ii) Down time means any shortage in achieving the up-time
- iii) Down time penalty will be levied as per following terms and condition:
 - a) In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.



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- b) In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxiliary unit from the service provider.
- c) Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

30. Liquidated Damages:

If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract .

If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default

31. **Recovery Clause:** All losses liquidated or otherwise due to the violation of terms and conditions of the purchase order or defective documentation will be to the supplier/agent's account.
32. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification in the compliance statement and misrepresentation of facts may attract blacklisting of tenderer.
33. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail Id and should keep it updated.
34. The bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions.
35. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.



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

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

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

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

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

Preference to Make in India: As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP(BE-II) dated 28.05.2018 and the subsequent orders thereof; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Annexure-(3) which will form a part of this Tender Enquiry Document (TED) for evaluation and ranking of bids.

36. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Trivandrum only.

Sd/-
DIRECTOR



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ANNEXURE-1

ITEMCODE	ITEM NAME	QUANTITY
EQCPBS011T	CARDIOPULMONARY BYPASS MACHINE	2 Nos

DETAILED SPECIFICATION

THE SYSTEM SHOULD WORKS ON 220VOLTS/50 HZ SINGLE PHASE A/C. THE INTERNAL RECHARGEABLE BATTERIES ARE CAPABLE OF PROVIDING POWER TO THE FULLY LOADED SYSTEM FOR ATLEAST 60 MINUTES IN ELECTRICITY FAILURE. SWITCH OVER FROM MAIN POWER TO BATTERY BACKUP SHOULD BE AUTOMATIC AND IMMEDIATE. THE BATTERY UNIT SHOULD BE BUILT IN TO THE INDIVIDUAL MODULE OR THE BASE AND SHOULD BE RECHARGED AUTOMATICALLY AND IMMEDIATE. TWO UNIDIRECTIONAL HANDCRANK SHOULD BE AVAILABLE AS AN ADDITIONAL CRITICAL SAFETY FEATURE.

THE BASE SHOULD PROVIDE ATLEAST 6 INDIVIDUAL CONNECTIONS FOR 6 MODULES, WHICH CAN BE MOUNTED ON THE BASE OR ON THE POLE CLOSE TO THE SURGICAL FIELD TO MINIMIZE TUBING LENGTH AND ALSO FOR THE FLOOR SPACE. THERE SHOULD BE OPTION FOR SELECTION OF DESIRED NUMBER OF PUMPS. SHOULD HAVE A FLEXIBLE LED LAMPS.

PUMP MODULE SHOULD BE AVAILABLE IN LARGE AND SMALL RACEWAYS OR AN OPTION OF TWIN PUMP MODULE FOR ADDULT, PEDIATRIC AND NEONATAL PATIENTS. THE PUMP SHOULD BE CONTROLLED FROM THE CENTRAL MONITOR AND FROM THE PUMP ITSELF.

PUMP SHOULD DISPLAY TUBE SIZE, RPM, ROTATION DIRECTION, SPEED, FLOW, SAFETY STATUS AND ERROR MESSAGES, MACHINE SHOULD SHOW ALL WARNINGS AND ALARMS IN TEXT MESSAGE AND DIFFERENT AUDIBLE TONES.

ALL MODULE SHOULD POSSES BOTH MANUAL AND AUTOMATIC OPERATIONS, ANY PUMP CAN BE DESIGNATED AS ARTERIAL OR CARDIOPLEGIA PUMP. THE SYSTEM SHOULD HAVE FACILITY TO MONITOR CARDIOPLEGIA DOSE, VOLUME, PRESSURE AND



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TIME. THERE SHOULD BE OPTION FOR MASTER/SLAVE OPERATION.

PUMPS OCCLUSION SHOULD BE ADJUSTABLE, ACCURATE AND FACILITY TO ADJUST WHILE RUNNING THE PUMP. THERE SHOULD BE OPTION FOR PULSATILE FLOW PERFUSION.

ALL PATIENT PARAMETERS AND PUMP STATUS CAN BE MONITORED. SHOULD HAVE FACILITY TO ENTER THE PATIENT PARAMETERS IN THE SYSTEMS, SHOULD HAVE ATLEAST TWO PRESSURE MONITOR, THREE TIMERS , THREE BLOOD TEMPERATURE MONITORS ETC.

THE CENTAL CONTROL MONITOR SHOULD BE ABLE TO CONFIGURE DIFFERENT PERFUSIONS SCREENS FOR DIFFERENT EQUIPMENT AND PERFUSION PROTOCOL SETUPS. SHOULD BE PROVIDED WITH LEVEL SENSOR AND AIR BUBBLE SENSOR(3/8" AND1/4") THAT SHOULD BE SUITABLE FOR ADULT, PEDIATRIC AND NEONATAL PERFUSION.

LEVEL SENSOR AND PRESSURE MONITORING SHOULD HAVE 2 MODES, WARNING AND STOP. SYSTEM SHOULD HAVE ELECTRONIC AND MANUAL GAS BLENDOR THAT CAN BE CONTROLLED THROUGH THE CENTRAL CONTROL MONITOR OR LOCALLY AND MUST BE PROVIDED WITH MEDICAL GRADE HOSES.

PRODUCTS OFFERED MUST BE MEDICAL GRADE AND COMPLIANT WITH USFDA 510K AND EUROPEAN CE EQUIVALENT. THE DATA OF THE USER INTERFACE SHOULD BE TRANSFERABLE TO THE DEVICE VIA LAN.

(QTY SHOULD BE AS PER THE PRICE SCHEDULE)



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ANNEXURE – 2

TECHNICAL BID

A. Online Technical Bid

Online Technical Bid consists of the following:

1. Scanned copy of Bid Security Declaration Certificate
2. Copy of GST Registration Certificate.
3. Copy of PAN Card
4. Clear specification matching as given in the tender document
5. Product No/catalogue No. (Catalogue in original to be attached)
6. Model No.
7. Valid authorisation from the manufacturer, if bid is submitted by the agent and distributors (as per enclosed format)
8. Technical features
9. How old is this technology & when is going to be discontinued
10. When is the upgraded/Updated version likely to come
11. Additional features very particulate to the system.
12. If workstation or PC is quoted, its full configuration, brand, model No. etc.
13. Period of warranty as called for in the Tender.
14. Enlistment of the Indian Agent with DGS&D.
15. AMC coverage items
 - a. Comprehensive (Spares & Labour)
 - b. Labour alone
16. History of service and maintenance support in the Institute.
17. List of Installations in public sector/private sector with contact person : Name, Designation & Telephone No.
18. List of essential spares
19. Certificate of quality like USFDA 510K CLEARED/BIS/ CDSCO/ AERB
20. Documents, if clause no:35 in the tender is applicable (Copy of Registration Certificate & Product List)
21. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.

B. Hard Copy of Technical Bid & Original EMD

The hard copy of the Techno-Commercial Bid as specified above with the original Bid Security Declaration should be addressed to the Director, SCTIMST, Medical College P.O, Thiruvananthapuram - 695 011, Kerala in the sealed envelop superscribed as "Techno-Commercial Bid" , "Tender No.", "Item Name" and "Due Date". The sentence "NOT TO BE OPENED BEFORE due date and tender opening time" is also to be printed on this envelope. The hard copy can be sent by post/courier or dropped in the tender box located at AMCHSS, SCTIMST, Medical College Campus, Thiruvananthapuram or the same shall be submitted by the bidder by hand to Inward Section, 4th Floor, AMCHSS, SCTIMST, Thiruvananthapuram.



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C. Price Bid

Price Bid in the prescribed proforma should be submitted in online mode only. **The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid**



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ANNEXURE-3

MANUFACTURER'S AUTHORISATION FORM

The Director,
Sree Chitra Tirunal Institute For Medical Sciences and Technology,
Medical College P.O,
Thiruvananthapuram-695011.

Dear Sir/Madam,

Ref: Tender No _____ dated _____

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

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

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

We also hereby extend our full warranty, CAMC as per terms & conditions of the tender.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.



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ANNEXURE-4

Bid Security Declaration **(In Company Letter Head)**

To
The DIRECTOR,
SCTIMST, Trivandrum,

Dear Madam/Sir,

1. I/We Mr./Ms authorised person to sign the bid documents for tender for supply, Installation & Commissioning of do here by declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our big or modify our offer during the period validity of the bid after the deadline for submission of such documents.
3. If I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document PO, we will be suspended for a period of Three Years from the date of disqualification from being eligible to submit bids/proposals for contracts with SCTIMST, Trivandrum.

Signature of Authorized Official

(with seal of firm)

(Name of Bidder)

Place

Date.....



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APPENDIX-A

INTEGRITY PACT

Between

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY
(SCTIMST) hereafter referred to as "**The Principal**"

and

.....hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe and to observe the following principles :-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution .

c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s) /Contractor(s)

(1) The Bidder(s) /Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) /Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

sd/-

DIRECTOR, SCTIMST

BIDDER

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a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by Bidder(s) /Contractor(s). Further all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the procedure applicable to SCTIMST.

sd/-
DIRECTOR, SCTIMST

BIDDER



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Section 4 -Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the principal has terminated the contact according to Section 3, or of the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

sd/-

DIRECTOR, SCTIMST

BIDDER



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SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY, TRIVANDRUM
THIRUVANANTHAPURAM - 695 011, KERALA, INDIA

(एक राष्ट्रीय महत्व का संस्थान, विज्ञान और प्रौद्योगिकी विभाग, भारत सरकार)
(An Institution of National Importance, Department of Science and Technology, Government of India)

टेलीफोन नं./Telephone No.: 0471-2443152 फैक्स/Fax: 0471-2446433, 2550728

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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall rescue himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the DIRECTOR, SCTIMST within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the DIRECTOR, SCTIMST a substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, SCTIMST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section -9 -Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

sd/-

DIRECTOR, SCTIMST

BIDDER



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, त्रिवेंद्रम, तिरुवनन्तपुरम - 695 011, केरल, भारत
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If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR,SCTIMST.

Section 10 -Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, ie THIRUVANANTHAPURAM.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) if the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of the agreement turn out to be invalid, the remainder of the agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Sd/-
DIRECTOR, SCTIMST.

(For & On behalf of the Principal)
Bidder/Contractor)

(For & On behalf of
(Office Seal)

Place
Date.....

Witness 1: _____
(Name & Address) _____

Witness 1: _____
(Name & Address) _____