SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY

(An Institute of National Importance under Government of India)

Medical College P.O.,

Thiruvananthapuram-695011, Kerala
Phone: 0471- 2524 445 / 145 / 225 /425

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URL: www.sctimst.ac.in

Email: purchase@sctimst.ac.in

TENDER ENQUIRY DOCUMENT

FOR THE PROCUREMENT OF

SINGLE PLANE CATH LAB WITH CATH RECORDER

FOR CARDIOLOGY DEPARTMENT, SCTIMST

INDEX

SECTION-I

NOTICE INVITING BIDS (NIB)

Tender No. SCT/H/IMP-IND/P2/21-22/10 **Dated:31/12/2021**

E-Tenders in **TWO BID** system are invited from Manufacturers/their accredited Agents/ Distributors for the supply and installation of "**SINGLE PLANE CATH LAB WITH CATH RECORDER FOR CARDIOLOGY"** in SCTIMST,TVPM-11.

Sl. No.	Brief Description of System	Quantity	Earnest Money Deposit
I	SINGLE PLANE CATH LAB WITH CATH RECORDER	1 No.	In the form of Bid Security Declaration
Pre- Bid Meeting with prospective bidders			
Proposed dates of site visits beforethe prebid meeting **10/01/2022 to 12/01/2022** in consultation with Division of Clinical Engineering and Dept. of Cardiology			
Venue for pre-bid meeting: AMCHSS, Sree Chitra Tirunal Institute for Medical Sciences and Technology, Medical College P.O. Thiruvananthapuram – 695 011, Kerala			
Last date of submission of pre-bid queries as email to **purchase@sctimst.ac.in** with a copy to **spso@sctimst.ac.in**			**14/01/2022 upto 4:00 pm**
Date of Pre-bid meeting			
Date of pre-bid meeting			**18/01/2022 at 11.00 am**
Date of Publishing of corrigendum if any after pre-bid meeting			**25/01/2022**
Last date and time of online submission of bids			**15/02/2022 upto 5.00 pm**
Last date and time of submission of **Hardcopy of Techno-commercial 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***			**19/02/2022 upto 1.00pm**
Date of tender Opening			**21/02/2022 at 2.30 pm**
Contact Person: Senior Purchase & Stores Officer, Sree Chitra Tirunal Institute for Medical Sciences and Technology, Medical College P.O., Thiruvananthapuram – 695011, Kerala. Ph: 0471-2524 445/ 145 /225 / 425			

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.

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 P.D (Kerala Executive), Mr. Harish Kumar K.B - 9008342469/9686115318
- Email: sridevi.m@etenderwizard.com, twhelpdesk908@gmail.com, harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com

All bids should be accompanied by Bid Security Declaration Form.

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 techno-commercial bid.

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.***

Hard copy submission

The hard copy of Techno-commercial bid with supporting documents, Bid Security Declaration Form-Section XII (in original) and Integrity Pact -Appendix A (in original) should be submitted within the scheduled date & time.

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.

Corrigendum to this tender if any will be published in the websites only.

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

Important Note: Tenders not accompanied with Bid Security Declaration Form and Integrity Pact shall automatically stand rejected.

Sd/-

DIRECTOR

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)
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GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

i. "Purchaser" means The Director, Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST) Thiruvananthapuram, Kerala.
ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
vii. "Bid Security" (BS) means bid security declaration form to be furnished by a bidder along with its tender.
viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
x. "Consignee" means the Centre/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
xiii. "Day" means calendar day.

1.3 Abbreviations:

(i) "NIB" means Notice Inviting Bids.
(ii) "GIB" means General Instructions to Bidders
(iii) "SIT" means Special Instructions to Bidders
(iv) "GCC" means General Conditions of Contract
(v) "SCC" means Special Conditions of Contract
(vi) "LC" means Letter of Credit
(vii) "DP" means Delivery Period
(viii) "BG" means Bank Guarantee
(ix) "GST" means Goods & Service Tax
(x) "CD" means Custom Duty
(xi) "BL" means Bill of Lading
(xii) "FOB" means Free on Board
(xiii) "CIF" means Cost, Insurance and Freight
(xiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

(xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
(xvi) "CAMC" means Comprehensive Annual Maintenance Contract (Including spare,accessories, third party items and preventive maintenance)
(xvii) MOH&FW Ministry of Health and Family Welfare
(xviii) SCTIMST means Sree Chitra Tirunal Institute For Medical Sciences and Technology.

2. Introduction

2.1 Sree Chitra Tirunal Institute for Medical Sciences & Technology, Thiruvananthapuram, under the Dept. of Science and Technology is an Institute of National Importance, established by an Act of the Indian Parliament (Act 52 of 1980). The Hospital has 253 beds and services as tertiary referral center for cardio-vascular, thoracic and neurological diseases.

2.2 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, interalia, the required delivery schedule, terms and place of delivery.

2.3 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.

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

2.5 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

3. Availability of Funds

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

4. Language of Bid

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

5. Eligible Bidders

5.1 This Invitation for Tender is open to all bidders who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

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

7. Bid Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – "Notice Inviting e- Tender" (NIB), the Bidding Documents include:

Section II – General Instructions to Bidders (GIB)
Section III – Special Instructions to Bidders (SIB)
Section IV – General Conditions of Contract (GCC)
Section V – Special Conditions of Contract (SCC)
Section VI – List of Requirements
Section VII – Technical Specifications& General Points
Section VIII –Qualification Criteria
Section IX – Bid Form
Section X – Price Schedules
Section XI - Techno Commercial Check List
Section XII – Bid Security Declaration Form
Section XIII – Manufacturer's Authorization Form
Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
Section XV – Contract Form
Section XVI – Proforma of Consignee Receipt Certificate
Section XVII – Proforma of Consignee Acceptance Certificate by the consignee
Appendix A – Integrity pact
Appendix B - Order No. P-45021/2/2017-PP (BE-11) dtd 28.05.2018
Appendix C - Boarder Sharing

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

9. Amendments to Tender Enquiry Documents

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified through CPPP (eprocure.gov.in/cppp) and/or www.sctimst.ac.in or www.tenderwizard.com/SCTIMST be binding on them.

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

10. Clarification of Tender Enquiry Documents

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through e mail to purchase@sctimst.ac.in and copy to spso@sctimst.ac.in. The purchaser will respond to such request provided the same is received 2(Two) days prior to the Pre-bid Meeting Conference. Any queries/representations received after the pre-bid meeting will not be taken into cognizance.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

11.1 The bid(s) shall only be submitted online as mentioned below:

1. Technical Bid (Consisting of Techno-Commercial bids in pdf / excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Bid Security Declaration Form, Integrity Pact, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) have to be attached in the e-tendering module. Bidders have to ensure that the documents uploaded in pdf and/or excel format or as per format instructed elsewhere are legible.

2. Price Bid (BOQ -IMP/IND) has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

a. The techno-commercial bid along with supporting documents, The Bid Security Declaration Form and Integrity Pact(Appendix A) has to be submitted in physical form as per Section – I, Notice Inviting Bid of this tender enquiry.

b. The bidders have to follow the steps listed in Bidding Manual – Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Techno-commercial Bid (Un-priced Bid)

(Bidders shall furnish the following information along with technical tender in pdf and/or excel format or as per format instructed elsewhere):

i) Bid Security Declaration Form furnished in accordance with GIB clause 19.1
ii) Bid Form as per Section IX (without indicating any price).
iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.
v) Power of Attorney in favour of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
x) Technocommercial Check List as per Section XI.
xi) Copies of GST registration certificate and PAN Card.
xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
xiii) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
xiv) Notarized affidavit that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
xv) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
xvii) Product catalogues/original Data Sheets for all quoted items.
xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

xix) The Integrity pact (At Appendix-A) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the

Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be *ab initio* rejected without assigning any reason.

xx) Compliance statement should be provided which should invariably indicate documentary evidence in terms of catalogue, literature, data sheet or any other documents by which the claim is confirmed. compliance statement in the form of "complied" or "not complied" shall be given against each item and specification as per below format.

Sl. No.	SCTIMST Specification	Your Brand Name, Model /Cat. No*	State "COMPLIED"/ "NOT COMPLIED" If Not Complied, deviation if any	Page No. of the proof attached

B) Price Tender:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

*** The bid submitted without mentioning model no/ Catalogue no/ or the details to identify the quoted product and without necessary proof of claim will not be considered**

Note:

a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.

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

c) The bidders have to follow the steps in the tender enquiry document / e-tender portal.

d) The Price is to be quoted for all the line items strictly as per the given price-bid format on the e-tender portal, failing which the bid shall be straight away rejected.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:

i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm.
3. A person signing the bid form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

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

12. Bid Currencies

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP ,Yen or etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.

12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Bid Prices

13.1 The Bidder shall indicate on the Price Schedule provided in the e-tender portal all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder.

13.2 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules given in the e-tender portal.

13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.3.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
d) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
e) The prices of Turnkey Work (if any), as mentioned in Technical Specification and Price Schedule; and
f) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.3.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of goods quoted on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4 Additional information and instruction on Taxes and Duties:

13.4.1 **GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.4.2 **Customs Duty**

The Purchaser will pay the Customs duty wherever applicable.

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

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

13.7 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

13.8 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent.
b) The details of the services to be rendered by the agent for the subject requirement.
c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

15. Firm Price

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

16. Alternative Models

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.

16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.

16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

17 Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:

a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing good's Conformity to Bidding Document.

18.1 The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Bidding Documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bidding Documents to establish technical responsiveness of the goods and services offered in its bid.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

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

19. Earnest Money Deposit /Bid Security Declaration

19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid. The Bid Security Declaration Form is required to protect the purchaser against the risk of the bidder's unwarranted conduct.

20. Bid Validity

20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of bid opening prescribed in the Bidding Document. ***Any bid valid for a shorter period shall be treated as unresponsive and rejected.***

20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Earnest Money Deposit accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Earnest Money Deposit furnished by them shall be returned.

20.3 In case the day up to which the bids are to remain valid falls on/subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

21. Digital Signing of e-Bid

21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

Instruction on submission of Bids

i) All the documents pertaining to the Tender No. may be downloaded from the e-portal by clicking on the specific tender.

ii) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF and/or Excel format or as per format instructed elsewhere) and uploaded for on-line submission of Proposal.

iii) The scanned copies of Bid Security Declaration Form, Integrity pact and all document(s)/ information(s) including the Financial Proposal should be uploaded **online only** in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Security Declaration Form and Integrity pact** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

iv) The prospective bidders may scan the documents in low resolution (75 to 100 DPI) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.

v) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.

vi) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the e-portal.

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.

D. SUBMISSION OF BIDS

22. Submission of Bids:

22.1 The hard copy of the Techno-commercial Bid as specified in the tender document along with the original Bid Security Declaration Form and Integrity Pact (Appendix A) 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 time of tender opening) 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.

22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Bid Security Declaration Form and Integrity pact and hardcopy of techno-commercial bid within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box / Inward section by the specified clearing date and time. In the event of the specified date for submission of bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

23. Late Bid:

23.1 A bid, which is received after the specified date and time for receipt of bids will be treated as “late bid” and will be ignored.

24. Alteration and Withdrawal of Bid

24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.

24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period.

E. BID OPENING

25. Opening of Bids:

25.1 The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIB.

In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be opened at the appointed time and place on the next working day.

25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives’ names & signatures and corresponding bidder’s names and addresses.

25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The “Techno - Commercial Bids” are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno-Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. Scrutiny of Bids

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

27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

(i) Bid form as per Section IX (signed & stamped) not enclosed.
(ii) Bid is unsigned.
(iii) Bid validity is shorter than the required period.
(iv) Required Bid Security Declaration form have not been provided.
(v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
(vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
(vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
(viii) Poor/unsatisfactory past performance.
(ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries /Departments /Hospitals/Institutes.
(x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
(xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
(xii) Bidder has not agreed for the delivery terms and delivery schedule.

(xiii) The Integrity pact (At Appendix-A) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be *ab initio* rejected without assigning any reason.

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax 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 at issue in clear terms, that bid will be liable to be ignored.

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

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

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

30. Qualification Criteria

30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.

30.2 The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.

30.3 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the "Action Plan for Start-ups in India". The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

Note:- Definition of Start up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual Turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property. Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/registration. Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

31. Conversion of Bid currencies to Indian Rupees

31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Techno-commercial bid' opening.

32. Comparison of Bids

32.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for 12 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

32.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

33. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

33.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and

ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

iii) The items under this tender enquiry are intended to be specifically delivered and installed for use at Sree Chitra Tirunal Institute For Medical Sciences and Technology, Medical College, Thiruvananthapuram-695011. Accordingly, custom duty, cess, IGST, payable at the time of Import in the name of the Institute shall be applicable as per Custom Notification No. 51/96-Cus dated 23.07.1996 and its subsequent amendments, if any. Similarly, CGST/SGST payable at the time of supplies in the name of the Institute from Indian suppliers shall be applicable as per notification no. 47/2017-Integrated Tax (Rate) dated 14.11.2017 issued by Department of Revenue, Ministry of Finance, GOI. The ranking of bids shall also be made by taking into such rates of taxes & duties for those items as mentioned in the said notifications.

33.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.

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

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

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% 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 UdyogAadhar 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 Appendix-( ) which will form a part of this Tender Enquiry Document (TED) for evaluation and ranking of bids.

33.4 The comparison of bids will be based on GIB Clause 32,33 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

34. Bidder's capability to perform the contract

34.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.

34.2 The above-mentioned determination will, interalia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

35. Contacting the Purchaser

35.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.

35.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

36. Purchaser's Right to accept any bid and to reject any or all bids.

36.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

37. Award Criteria

37.1 Subject to GIB clause 36 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 34.

38. Variation of Quantities at the Time of Award/ Currency of Contract

38.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder. Purchase Order shall be released for the quantity of goods or delivery may be staggered based on the availability of fund and readiness of site.

38.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

39. Purchase Order

39.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of Purchase Order, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

39.2 The Purchase Order shall constitute the conclusion of the Contract.

40. Issue of Contract

40.1 Promptly after issue of Purchase Order, the Purchaser will mail the contract form (as per Section XV) to the successful bidder by e-mail.

40.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

41. Non-receipt of Performance Security and Contract by the Purchaser

41.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 39 and 40 above shall make the bidder liable for further actions by the Purchaser, it as per the clause 24-Termination of default of GCC under Section IV.

42. Publication of Bid Result

42.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of SCTIMST.

H. CORRUPT OR FRAUDULENT PRACTICES

43. Corrupt or Fraudulent Practices

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

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

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

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

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

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

SECTION – III

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:
In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision	Ref. Page No.
Nil	Nil	Nil	Nil	Nil

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

4.3 The country of origin should be specified in the Price Schedule.

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Nationalised / Scheduled Bank in India or Bank Guarantee issued by a Nationalised / Scheduled Bank in India, in the prescribed form as provided in Section XIV of this document in favour of 'Director, SCTIMST'. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to sixty(60) days beyond Warranty Period.

5.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the government including furnishing of Bank Guarantee for CAMC security as per Performa in Section XIV, the amount of the performance

security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

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

5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CAMC security in favour of Director, SCTIMST as per the format in Section XIV.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking

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

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section VII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification under Section VII and in SCC under Section V, the supplier shall mark each package on three sides with the following with indelible paint of proper quality:

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

8. Inspection, Testing and Quality Control

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

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

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.

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

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

8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

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

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

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

11. Insurance

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

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

ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

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

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

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

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

ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

c) List of spare parts and their prices to be mentioned in the Price Schedule. 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

13. Incidental services

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

i) The supplier should arrange unpacking and shifting the items to the installation site. Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
ii) Turnkey work (if any).
iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
iv) Supplying required number of Operation, Maintenance & Service manual for the goods.

<u>Suppler will be totally responsible for the installation and commissioning of the equipment supplied and will be responsible for dismantling, labeling and erection at the location as per requirement of the purchaser. The supplier must submit pre installation work plan to the hospital at least FOUR weeks prior to commencement of the work</u>

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

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

Within 24 hours of dispatch, the supplier shall notify the concerned Officer in SCTIMST, ring Agent of SCTIMST , the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail: purchase@sctimst.ac.in with a copy to spso@sctimst.ac.in

a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;

b) Packing list;

c) Certificate of country of origin;

d) Bill of Lading/Airway Bill;

e) Insurance Certificate; (if applicable)

f) Manufacturer's guarantee and Inspection certificate; (if applicable)

g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)

h) Inspection certificate by SGS/Lloyd/Bureau Veritas/TUV etc

i) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

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

15.2 The warranty shall include all spares, accessories, labour and preventive maintenance and unlimited breakdown calls from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance and unlimited breakdown calls from the date of completion of the satisfactory warranty period and till the end of life of the equipment.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories, items required against turnkey work and all third party items supplied.

15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 unless revised in SCC in Section V of Bidding Document.

15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall

lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.

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

15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.9 During Warranty and CAMC period, the supplier is required to visit at consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.

15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 12 years after the warranty period.

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

16. Assignment

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

17. Sub Contracts

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

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

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

18. Modification of Contract

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

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
b) Mode of packing,
c) Incidental services to be provided by the supplier
d) Mode of dispatch,
e) Place of delivery, and
f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an

equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment/modification of the contract.

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

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

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

A) Payment for Indigenous Goods (M&E) Or Foreign Origin Located Within India.
Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a)On delivery: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

(i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

(ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;

b) On Acceptance: Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable).

B) Payment for Imported Goods(M&E): Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

i) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
ii) Packing list;
iii) Certificate of country of origin;
iv) Negotiable clean Bill of Lading/Airway Bill;
v) Insurance Certificate; (if applicable)
vi) Manufacturer's guarantee and Inspection certificate; (if applicable)

vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
viii) Inspection certificate by SGS/Lloyd/Bureau Veritas/TUV etc
ix) Any other document(s) as and if required in terms of the contract.

b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).

c) **Payment of Consumable** Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer.

d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training),if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.

e) **Payment of Indian Agency Commission**: Indian Agency Commission (IAC) will be paid to the Authorised manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User.

C) Payment of Civil/Electrical Works at site: The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

D) Payment for Comprehensive Annual Maintenance Contract Charges: The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User and Division of Clinical Engineering on receipt of bank guarantee for an amount equivalent to 2.5% of CAMC charges valid till 60 days after expiry of entire CAMC period.

21.2 **Terms of payment for imported goods**

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

21.2.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.2.3 Irrevocable & non-transferable LC shall be opened by the Purchaser.. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.

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

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

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

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

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

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

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

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

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

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

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

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

22.6 Passing of Property

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

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

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

23. Liquidated Damages

23.1 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

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24. Termination for Default

24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 The Performance Security in such cases will be forfeited.

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

25. Termination for Insolvency

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

26. Force Majeure

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

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

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

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

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

27. Termination for Convenience

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

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

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing Language

28.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

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

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

30. Resolution of Disputes

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, SCTIMST. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, Kerala, India.

30.5 **Jurisdiction of the court** will be from the place where the Bidding Document has been issued, i.e., Thiruvananthapuram, Kerala, India

31. **Applicable Law**

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

32 Withholding and Lien in respect of sums claimed

32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.

The warranty &CAMC period will be as mentioned in the list of requirement as per section VI of the Bidding Document.

SECTION- VI

LIST OF REQUIREMENTS

Part I:

Sl. no.	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
I	SINGLE PLANE CATH LABE WITH CATH RECORDER FOR CARDIOLOGY	1 NO.	3 Years	12 Years

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:

120 days from date of Purchase Order to delivery at consignee site or 30 days from the date of site handover, whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.
Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site.

b) For Imported goods directly from foreign:

90 days from the date of opening of L/C to deliver at port of destination or 30 days from handing over the site, whichever is later. The date of delivery will be the date on which the consignment reaches the Port of Destination. (Tenderers may quote the earliest delivery period).
Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site.

If the delivery gets delayed due to site related issues, the supplier must get the revised tentative delivery date duly vetted by the consignee.

(The supplier has to ensure the site readiness from the Director/MS of consignee before dispatching the equipment.)

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of Purchase Order.

Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning.

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

Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.
Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

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

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV: Turnkey Work (if any) as per details in Technical Specification.

Part V: Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 36 months from the date of installation, commissioning and acceptanc.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Mainctenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination:

a) For Indigenous goods or for imported goods if supplied from India:

At Consignee Site(s)

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from ware house to the consignee site for a period including 3 months beyond date of delivery.

c) Destination/Consignee details:

The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centres/Hospital Departments:

Consignee / Site	Air Port	Sea Port
The Director, Sree Chitra Tirunal Institute For Medical Sciences and Technology, Medical College P.O Thiruvananthapurm-695 011, Kerala	Thiruvananthapuram	Kochi

Note: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier

SECTION - VII

TECHNICAL SPECIFICATION AND GENERAL POINTS

ITEM CODE	ITEM NAME	QUANTITY
EQCATH012T	SINGLE PLANE CATH LAB WITH CATH RECORDER FOR CARDIOLOGY	1 No

PART - I	
1	**GENERAL**
1.A	Competitive bids are invited for Single plane Cathlab system for cardiology diagnostic angiography and interventional procedures.
1.B	Latest state of art Single plane with flat detector technology Digital Angiography System, Rotational angiography, Roadmap required for Cardiology diagnostic angiography and interventional procedures Companies should quote the latest and most technically advanced models with all advanced dose reduction techniques available at the time of submission
1.C	All capabilities detailed in the specification should be integral part of the quotation and none of the essential requirement should be quoted as optional. If the supplier has any additional advance application or technique, the same should be quoted separately. Any item not covered under standard set should be quoted separately.
1.D	The original data sheet must support all the specification quoted by the company. Broad specification of the proposed system is given below. Cost of the item/feature wherever asked should be quoted in the price bid only. Additional relevant technical features suitable for our requirement will be given due weight age. System must be DICOM standard compatible and must be ready to connect with the existing PACS system of the institute and local Siemens and Philips PACS available in our Cath lab.
1.E	System must be configured for higher performance to optimally deal with mixed caseload of various cardiovascular procedures. The bidder should produce original technical datasheet. When required additional information should be provided as a separate document referring to the specific section been addressed. Offer should comprise delivery, installation, official release and safety acceptance until hand over the system including the accessories necessary for operation.
1.F	The bidder must be original manufacturer of the equipment or authorized dealer with good track record who has sold, installed and maintained a number of such equipments during last ten years. All standard software and tools needed for routine and regular use must be part of system.
1.G	If at the time of tender form sales and negotiation for equipment, new features are added to the system**, the bidders are directed to quote most recently launched system meeting the tender requirement**. At the time of negotiation, the latest system will be given priority within the constraints of budget allocation. Many advances and new features are regularly getting added in this system. The latest update in the system as per the latest recommendations must be included. All upgrades and updates should be made available during the warranty period. All updates should be made available during the comprehensive maintenance period. Technical committee may decide inclusion of new features and may evaluate fresh in case exact specification is not matching as per tender specification. Technical committee will take appropriate decision.
1.H	The bidder shall submit certification from the manufacturer which must show that the product is brand new, and should include the year of introduction of the model, country of manufacturer, and standards compliance.
1.I	**The bidder should quote for removing the existing Siemens AXIOM Artis DFC Cardiovascular Angiography system (EQCATH0001-1, Stock no. 551/7) under buy back and install the new system in the existing place.**

PART - II	
2	**SYSTEM CONFIGURATION**
2.A	Gantry
2.B	Patient Angiography Table
2.C	X-Ray Generator
2.D	X- Ray Tube
2.E	Collimator
2.F	Flat Panel Detector
2.G	Image Display Monitors
2.H	3D Rotational Angiography
2.I	Digital Imaging Processing System And Work-Station
2.J	System Operation
2.K	Radiation Protection
2.L	Software
2.M	DICOM Compatibility
2.N	Hemodynamic Recorder
2.O	Accessories
2.A	**Gantry**
2.A.1	The system should have floor mounted/ ceiling suspended gantry
2.A.2	It is desirable to have full body coverage
2.A.3	The system should have the capability to pre-programmed the gantry for multiple examinations / positions
2.A.3.1	All movements of the gantry including collimator should be motorized and controlled from the table side.
2.A.4	The system should have adequate collision protection for the safety of the patient
2.A.5	Gantry should have fast speed for angulations and positioning; have a speed of at least 18 degrees /second or higher
2.A.6	Gantry angulations should be freely user-selectable to satisfy clinical imaging needs. Gantry should have automatic positioning capability dependent on the reference imaging being selected. One joystick for patient angle oriented c-arm and detector movements.
2.A.7	Positioning: 50 or more programmable examination positions
2.A.8	Iso-center-to-floor distance at least 106 cm, focus-to-iso-center distance at least 75 cm, maximum patient coverage approx 185 cm or more.
2.A.9	Variable focal spot-to-detector within 85 cm and 120cm distance and speed up to 9crn/sec or more.
2.A.10	Facility for fully motorized/ manual positioning/rotation of stand from the floor base/ceiling pivot by at least 180 degrees range for improved workflow and for ease of operation from both
2.A.11	Left and right side of the patient in addition to zero-degree normal head end position.
2.A.12	Patient access should be possible from either left or right side at the head end and groin (leg) end.
2.B	**Patient Angiography Table**
2.B.1	Cardiac table - patient table must have radiolucent carbon fiber table-top or equivalent.
2.B.2	The table should have longitudinal, horizontal and vertical travel
2.B.3	It should be possible to swivel the table in case of emergencies (desirable)
2.B.4	Table should allow head to toe coverage of adult patients without repositioning (desirable)
2.B.5	Floor-mounted patient table for all angiographic examinations and interventions.

2.B.6	Large unobstructed cantilevered table top and wide range of rotations enables access to patient from all sides and easy transfer and positioning
2.B.7	Table control module for operation of all table functions
2.B.8	Extendable arm rest both sides, elbow guard
2.B.9	Table height adjustable from at least 78cm to 104 cm
2.B.10	Table length 250cm or more
2.B.11	Lift speed 2 cm/s or more
2.B.12	Table rotation (on pivot)
2.B.13	With various locked position +/-90 deg or more
2.B.14	Motorized longitudinal travel 120cm or more
2.B.15	Manual transverse travel +/- 14 cm or more
2.B.16	Maximum unobstructed overhangs 125cm or more support
2.B.17	Maximum table load 300 kg or more (200kg patient weight)
2.B.17.1	Resuscitation should be possible without having to retract the table back on its base
2.B.18	**Table should have the following accessories**
2.B.18.a	Long table top/mattress: mattress should provide high patient comfort for long interventional procedure, made of slow recovery foam with ideal density and thickness.
2.B.18.b	Accessory clamps
2.B.18.c	Arm / elbow supports – radiolucent
2.B.18.d	Drip stand
2.B.18.e	Peripheral filter set
2.B.18.f	Catheterization arm support
2.B.18.g	Foot support
2.B.18.h	Head end holder
2.B.18.i	Handles with support
2.B.18.j	Articulating arm support
2.B.18.k	IV set holder
2.C	**X-Ray Generator**
2.C.1	The generator must be optimized for the latest cardiac application for electrophysiological / interventional procedures.
2.C.2	Generator should be microprocessor controlled multi pulse/high frequency for constant output with automatic dose rate control for radiography and fluoroscopy
2.C.3	100 KW at 100 KV
2.C.4	SID (source to image distance) tracking (automatic tube current adjustment to focus-to-detector distance)
2.C.5	Output should be 100kw or more
2.C.6	KVP range selectability should be mentioned; ideally must be 50-125KV or more
2.C.7	Output at 100 KV should be 1000ma or more and should be able to deliver up to 1000ma
2.C.8	It should have automatic exposure control device for radiographic fluoroscopy and Angio mode.

2.C.9	It should have digital display of KV & mA. It should have overloading protection.
2.C.10	It should have the facility for pulsed fluoroscopy at variable rates for reducing the x-ray dose to the patient during intervention procedure.
2.D.	**X-ray Tubes:**
2.D.1	Tube should be supplied with preferably liquid bearing tube technology or equivalent and other performance proven tube technology like grid switched tube or equivalent technology for silent, efficient and long-lasting function.
2.D.2	The focal spot should have the following size:
2.D.2.a	1mm or less with load 80kw or more
2.D.2.b	0.6mm or less with load 40kw or more
2.D.3	Anode angle 12 degrees or less
2.D.4	Output 10min 4000w, 20min 3000w, >30min 2500w
2.D.5	Anode heat storage capacity should be 5 (MHU actual value) or more having liquid bearing technology or metal lubricant or equivalent performance. The system should have adequate cooling facility for the X-Ray tubes for uninterrupted, performance during procedure
2.D.6	Tube must have very high heat dissipation rate and effective filtration to reduce patient dose significantly. Models having highest heat dissipation to be offered.
2.E	**Collimator:**
2.E.1	Collimator should have facility for copper pre-filtration for reducing the X-Ray dose.
2.E.2	Facility for asymmetric collimation will be an added advantage and will be preferred.
2.E.3	The collimator leads should have iris type or rectangular type arrangement.
2.E.4	The collimator should have the facility for dose measurement chamber in order to display the skin dose on the monitor in the lab.
2.F	**Flat Panel Detector**
2.F.1	Detector should have the field of view minimum of 10 inches or more.
2.F.2	Flat detector should be made of cesium iodide amorphous silicon photo diode scintillator or similar material, ideal for excellent high-resolution 1024x1024 image matrix or more to achieve a resolution of 2.51p/mm or higher in routine use.
2.F.3	High speed fiber-optic connection to the imaging system
2.F.4	Integrated temperature stabilizer
2.F.5	Integrated collision protection with removable grid.
2.F.6	Detector / image rotation landscape/portrait selection with vertical display
2.F.7	Pixel size 185 microns or less.
2.F.8	Nyquist frequency 2.5 LP/mm or higher
2.F.9	Maximum acquisition speed from 05 up to 30 images/sec or more
2.F.10	Digitalization depth 14 bit or more
2.F.11	Spatial resolution of the detector 2.5LP/mm or more
2.F.12	Detector quantum efficiency (DQE) >75%) (at 0 LP/mm) or more
2.F.13	Control room should have antiglare provision with high resolution display in the control room.
2.G	**Image Display Monitors –**

2.G.1	**Image display monitors in examination room: 6 nos (Optional)**
2.G.1.a	LCD/ LED flat 19 inch or higher medical grade monochrome monitors with wide viewing angle, high Luminance, high contrast, flicker free, distortion-free: one for live image and two for reference.
2.G.1.b	One additional colour medical grade monitor for hemodynamic display
2.G.1.c	Monitors in the examination room should be ceiling-suspended with height adjustment and longitudinal travel to either side of table & swivel capabilities.
2.G.1.d	All monitors may be incorporated into a single suspension frame.
2.G.1.e	Monitor brightness should be at least 600 CD/m2.
2.G.1.f	Any additional feature to switch various video signals from various sources in a single monitor should be offered as standard. There should be video-out from the system for conference facility.
2.G.1.g	There should be co-registration/ integration of OCT/ IVUS/ FFR/ Spectroscopy (when available) and integration of physiological indices such as FFR, iFR, RFR and other related measurements. This should be displayed in the monitor system and there should be a provision to toggle between various inputs in this display system where the additional modality is displayed
2.G.2	**Image Display Monitors: control room/console-colour monitor for hemodynamics: 6 nos / Equivalent nos to fulfill the below mentioned specifications.**
2.G.2.a	LCD/ LED flat 19-inch or higher medical grade monochrome monitors with wide viewing angle, high luminance high contrast, flicker free, distortion free:
2.G.2.b	Displays in control room/console: at least 2 size diagonal screen measurement 19 inches or higher medical grade
2.G.2.c	One display for patient data/ RIS information- colour
2.G.2.d	One display for live/ref display – monochrome and one display for stent magnification display
2.G.2.e	One display with workstation for special applications like IVUS, OCT/FFR etc.
2.G.2.f	There should be parallel view of archived examinations, permit concurrent measurements of both archived studies and any images of the current study while fluoroscopy or cineradiography (acquisition) is going on.
2.G.3	**Image display monitors in examination room: Single monitor (Optional)**
2.G.3.a	55 inch or higher Single medical grade FHD monitor. Should be able more than 20 image sources in same display. Illuminance intensity more than 600cd/ m^2. Should have Multi display controller. Should have more than 7 physical and simultaneously usable inputs including digital, Analog and High speed Analog. Power supply redundancy with hot swap capability. For live and reference back up to 19inch or higher medical grade monitor should also be provided along with the single monitor.
2.H	**Rotational Angiography**
2.H.1	Rotational angiography for coronary & pediatric angiography
2.H.2	Rotational speed 30 degree/sec or more
2.H.3	Rotational angle 90 degree or more
2.H.4	Frame rate in the range of 10 to 30 FPS with at least one additional option.
2.I	**Digital image processing system & work station**
2.I.1	Cine loop & image hold during fluoroscopy, pulsed fluoroscopy with frame rates of 7.5 / 15/30 images at 1024x1024 matrix/12-bit resolution.
2.I.2	Advanced image processing for real time edge enhancement, real-time harmonization & noise reduction
2.I.3	Digital system with acquisition & processing in 1k matrix at 25/30 FPS
2.I.4	Last image hold and fluoro store (manual)
2.I.5	Minimum storage capacity of 1,00,000 images or more in 1024x1024/12-bit resolution.

2.I.6	Background transfer of images from cath lab to digital storage/ CD / DVD archiving without interruption of cath lab procedure. (Preferably automatic).
2.I.7	Ability to display images back to cath lab.
2.I.8	Image processing features like zoom, post processing.
2.I.9	Both on line & off line coronary analysis & ventricular analysis from table side & console room. There should be facility for parallel view of archived examinations, permit concurrent measurements of both archived studies and any images of the current study while fluoroscopy or cineradiography (acquisition) is going on.
2.I.10	True on-line digital subtraction facility at selectable frame speeds. Specify system capability for on line DSA and frame rate per second
2.I.11	Facility to measure & display X-Ray dose delivery during procedure.
2.I.12	DICOM 3.0 or more based CD / DVD recording; CD have embedded software for instant review in any PC. Should have ability to run DSA run on CD. Facility to achieve multiple patient angiograms on single CD
2.I.13	Clinically validated QCA for control & exam room.
2.I.14	Desirable: storage and display of dynamic fluoro sequences: eg. 10 sec at 30 FPS.
2.I.15	Desirable: digital subtraction angiography in real time at variable frame rate specify.
2.I.16	Latest stent visualization features like stent boost or equivalent.
2.I.17	Image inversion facility for live procedures.
2.I.18	Facility for reporting and printing of report by attached printer
2.I.19	Printer (preferably with toner/ink tank type) for printing of angiography reports preferably with colour printing facility (highly desirable for generation and printing of immediate reports)
2.J	**System Operation:**
2.J.1	In exam room: complete system operation with controls at patient table for controlling c-arm projection, patient table and collimator. Multi-function joy stick for operation of the image system
2.J.2	One at table foot end and one at table-side for operator. Multifunction foot switch for fluoroscopy, radiography, table brakes (the operator should be able to release the table from braked position), light source, parallel view etc. Data display monitor system and table geometry, system messages, dose data etc in addition to other monitors in examination room.
2.J.3	Dedicated touch pad for review/zoom, play/pause, previous/next image, store /recall reference images at the table side.
2.J.4	There should be facility to enter the patient demographics from the examination room or the console room
2.J.5	**The following functions should be selectable in the examination room**
2.J.5.a	Run and image selection
2.J.5.b	File and run cycle
2.J.5.c	Review speed
2.J.5.d	Run and file overview
2.J.5.e	Active exam folder selection
2.J.5.f	Flagging image and run storage
2.J.5.g	Subtraction and image mask selection
2.J.5.h	Digital zoom
2.J.5.i	Storing reference run or image to reference monitors
2.J.5.j	Select reference monitors for review and/ or processing of previous run exposures

2.J.5.k	System emergency brake should be available in the procedure room
2.J.5.l	Review of a patient exam
2.J.5.m	Exam and run cycle
2.J.5.n	Adjustment of contrast, brightness and edge
2.J.5.o	Exam, run and image stepping
2.J.5.p	Run and exam over view
2.J.5.q	Basic review functionality as image invert and digital zoom
2.J.5.r	Go to original settings.
2.J.5.s	Reset fluoroscopy timer and switch x-ray on/off
2.J.5.t	Quantitative analysis package.
2.J.5.u	Land marking (increase/decrease of degree of subtraction)
2.J.5.v	Video invert
2.J.5.w	Zoom and pan image
2.J.5.x	View trace & Pixel shift
2.J.5.y	Electronic shutter
2.K	**Radiation Protection Features**
2.K.1	Conformation of the fluoroscopy system to standards of International Electro Technical Commission (IEC) and latest FDA regulations or equivalent.
2.K.2	Automatic x-ray control system for automatic calculation and optimization of exposure data based on fluoroscopic values
2.K.3	Collimators and wedge filters for spatial filtering
2.K.4	Five level adaptive cu filtration for reduction of skin dose. (desirable)
2.K.5	Pulsed fluoroscopy with additional reduced pulse frequencies (specify range of frequencies)
2.K.6	Low dose fluoroscopy mode upto 7.5 FPS and 3.75 FPS (desirable)
2.K.7	Modulation of fluoroscopy pulsing to obtain less noise and scatter
2.K.8	Radiation free positioning of primary and semi-transparent collimators via graphic last image hold on image monitor.
2.K.9	Radiation measurement and display chamber integrated collimator housing.
2.K.10	Exam and patient related automatic parameter setting
2.K.11	Radiation-free positioning of primary and secondary collimators via graphic representation on last image hold
2.K.12	Manual protocol selection for different types of examinations (eg: low dose EP and high dose interventional)
2.K.13	Real time display of patient dose and archiving of x ray exposure data
2.K.14	Scattered dose estimation for operator exposure in real time (proprietary or third party functionality) real time display of radiation exposure to primary and secondary operator, using wearable exposure detectors and real time display on mountable display panel subject to regulatory approval.
2.K.15	Any available special software required for increasing the image quality and reducing the image noise for Realtime Motion correction, Realtime Image enhancement & Realtime Noise reduction should be offered as part of the standard offer.
2.K.16	Upper body and lower body shields for operator protection (ceiling and table mounted) the upper body shield should contain flexible radiation protective strips, for contact with patient body. The lead equivalent of the shields should be defined and should be more than 0.5 lead. Accessory rails should be available at the head of the table for lower body protection during left and right anterior chest procedures. The lower body protection shield should be minimum two in number (one for each side of the table) the flexible vertical fold of the lower body screen should provide additional 25 cm of upward protection.
2.K.17	Disposable radiation protection pads (for anterior chest procedures) 15 in number

2.K.18	Radiation protection visors (for operator use) x 3 numbers
2.L	**Software**
2.L.1	**Quantification software**
2.L.1.a	Quantification software should have the following capabilities
2.L.1.a.1	Vascular analysis with stenosis quantification
2.L.1.a.2	Quantitative coronary analysis
2.L.1.a.3	Ventricular analysis
2.L.1.a.4	Measurements-linear where reference points can be manually edited.
2.L.1.a.5	There should be option for manual selection of reference points or ability to edit the automated detection system.
2.L.1.a.6	ECG should be displayed beneath the image for reference.
2.L.2	**Image Optimization Software**
2.L.2.a	Image optimization software should have the following capabilities
2.L.2.a.1	Angiographic image roadmap linked with corresponding intravascular ultrasound (IVUS) image.
2.L.2.a.2	Should have facility for automatic image transfer between IVUS and angiographic system
2.L.2.a.3	There should be option for measurement of length and area of vessel with manual pullback at desired location
2.L.2.a.4	Should be option for manual selection of reference points or ability to edit the automated detection system.
2.L.3	**Physiology Coregistration System.**
2.L.3.a.	Ability to link angiographic image with functional stenotic assessment using a physiology assessment method using either fractional flow reserve (FFR) or instantaneous wave free ratio is desirable **Justification**- Co-registration will be useful to allow operator to optimally measure vessel size and area using ultrasound and correlate with real time angiographic roadmap
2.L.3.b	Should be able to manually adjust reference points and length measurements with image display combining physiology assessment index (iFR/ FFR/ RFR) and angiographic roadmap shown on monitor
2.L.4	**Fusion imaging with echocardiography (optional but desirable)**
2.L.4.a	Image guidance to integrate live fluoroscopy image and 3D live echocardiography in a single image monitor.
2.L.4.b	Capability to integrate 3D live echocardiography in real time with fluoroscopic image. **Justification:** Fusion imaging will be useful to have real time integrated guidance of 3D echocardiography with X- Ray image for TAVI, Mitral valve interventions, left atrial appendage occlusion.
2.M	**DICOM Compatibility (DICOM 3 compatible)**
2.M.1	Archiving / recording in DICOM modes
2.M.2	DICOM storage commitment for archiving on CD
2.M.3	DICOM print of image through laser printer.
2.N	**Hemodynamic Recorder**
2.N.1	12 channel ECG waveform display – should be able to print out
2.N.2	Two or more invasive pressure display and necessary transducers, connectors
2.N.3	dp /dT waveform display
2.N.4	SpO2, noninvasive BP display and necessary equipment
2.N.5	Storage of ECG/pressure recording on CD
2.N.6	Storage on hard disk of at least 1TB
2.N.7	One LCD monitor in examination room with ceiling suspension and one in console. Monitor inside the Cath lab should be medical grade.
2.N.8	Desirable: conversion of hemodynamic reports into DICOM 3 compatible image data format
2.N.9	Should have all calculation packages for pressure wave form analysis, valve area; gradient off-line and on-line.
2.N.10	Should provide 4 transducer-connector cables

2.N.11	Respiration display
2.N.12	Integrate ECG with fluoroscopy / cine output in monitor and should be saved in image media/ CD
2.N.13	Apart from standard page prints, it should be possible to scroll the selection across pages and save hemodynamic traces – for short and long strips (preferably up to 30 seconds) into a single image. (Desirable)
2.N.14	Extra cables: ECG – three sets of trunk cable (interphase cable), lead wire – 5 sets extra, SpO2 probe with cable – 5 sets extra, pressure transducer cables – 4 sets extra
2.N.15	Wi-Fi connectivity options (desirable)
2.O	**Accessories**
2.O.1	Ceiling suspended lead partition should be part of the standard system offered
2.O.2	Focused ceiling mounted cool light of high quality
2.O.3	Console room chairs 4 and tables (as per user)
2.O.4	Console room and review station in the cath lab with computer and DVD/ CD writing
2.O.5	Facility and DICOM print output including Laser printer
2.O.6	Wireless remote communication facility from reputed brand should be provided for two-way communication. There should be provision to communicate between operator and view-station (microphone – on /off, volume control, speaker on/off with volume control); 3 wireless handsets
2.O.7	Lead protection skirting the tableside for operator's lower body protection
2.O.8	Mobile shield with lower body protection
2.O.9	**Radiation Safety Gear with attached specifications**
2.O.9.a	It includes radiation procedure apron, thyroid shields and radiation protection glasses
2.O.9.a.1	**Radiation protection apron- Light weight lead (Non lead protection gadgets would be desirable)-10 nos, 2-Piece Type-4 Nos, Single Piece Type- 6 Nos**
2.O.9.a.1.1	Lightweight full cover
2.O.9.a.1.2	Abdominal belt to share the weight to the shoulders and back.
2.O.9.a.1.3	Should cover front, side, and rear.
2.O.9.a.1.4	The over-the-shoulder snap lock for easy wearing and removing
2.O.9.a.1.5	Provides full front/back protection in a one-piece style.
2.O.9.a.1.6	Includes fully adjustable back-saver belt for lower lumbar support.
2.O.9.a.1.7	Should have 0.5 mm PB -equivalent front protection and 0.25 mm back protection.
2.O.9.a.2	**Thyroid Shields: 10 nos**
2.O.9.a.2.1	Ultra light washable thyroid shields aprons
2.O.9.a.2.2	Provides 0.5mm pb-equivalent protection
2.O.9.a.2.3	Extremely lightweight and comfortable—free of top binding to help prevent
2.O.9.a.2.4	Radiation protection glasses:
2.O.9.a.2.5	Lightweight frame design provides both maximum coverage and clarity.
2.O.9.a.2.6	Secure wrap temple and arms for stability and comfort
2.O.9.a.3	**Head Gear. 5 nos**
2. O.9.a.3.1	0.75 mm PB-equivalent protection
2. O.9.a.3.2	Fits medium to large faces.
2. O.9.a.3.3	Product type should be approved by AERB
2. O.9.a.4	**Radiation Protection Goggles: 10 nos**
2. O.10.	**UPS: 1no**
2. O.10.a	With 15 min minimum back up for the whole system with harmonics less than 3%.
2. O.10.b	Should adhere to the following standards
2. O.10.c	EN 62040-1 - Uninterruptible Power Systems (UPS) part 1: general and safety requirements for UPS.
2. O.10.d	EN 62040-2 - Static Uninterruptible Power Systems (UPS) part 2: electromagnetic compatibility (EMC) requirements.
2. O.10.e	EN 62040-4 - Environmental Aspects - requirements and reporting.

2. O.10.f	IEC 61000-4 - Electromagnetic compatibility (EMC) - part 4: testing and measurement techniques.
2.P	**Anesthesia Workstation with Hemodynamic Monitor (Trolley Version)**
2.P.1	Should be advanced, reliable, compact and mobile with integrated ventilator.
2.P.2	Should be based on microprocessor and suitable for low flow as well as minimal flow anesthesia for adults, pediatrics and neonatal use.
2.P.3	Machine should be suitable for premature babies, neonates, pediatric and adults.
2.P.4	Should have a facility to connect to the central supply (oxygen and N_2O) , pin index cylinder one each of oxygen and N_2O with on screen digital display of pressure gauges for central supply and cylinder.
2.P.5	Machine should have working surface and illumination with the storage space for keeping accessories.
2.P.6	Should have electronic gas mixing with FiO2 & total flow setting along with virtual flow meter displays
2.P.7	Should have integrated safety feature like electronic hypoxic guard, N2O/Air cut off in case of O2 low pressure/failure, alarm and O2 flush etc.
2.P.8	Should have onscreen virtual flow meter display of O2 and N2O/Air.
2.P.9	Should have compact autoclavable breathing system. Soda lime chamber maximum capacity of 1.5L. The Soda lime canister should be compatible with the devices in all the operating rooms.
2.P.10	Should have electronically controlled and electrically/pneumatically driven anesthesia ventilator
2.P.11	The machine should be suitable for low & minimal flow Anesthesia application
2.P.12	Should able to log all alarms, self-tests, messages and other events.
2.P.13	Should have integrated touch screen color display with minimum15" screen size.
2.P.14	The machine should have automatic calculations and presetting of patient specific ventilation settings via ideal body weight, Age and height
2.P.15	The machine should calculate agent consumption and uptake by patient with display of fresh gas usage even during the case and after the case in the logbook.
2.P.16	System should be European CE or FDA approved and confirms to EN 60601-2-13 (Requirement for safety and essential performance of anaesthesia system)
2.P.17	**Anesthesia Ventilator should have the following settings:**
2.P.17.a	Automatic breathing circuit Compliance correction
2.P.17.b	Spontaneous. Breathing
2.P.17.c	Manual Ventilation
2.P.17.d	Volume controlled mode
2.P.17.e	Pressure controlled ventilation
2.P.17.f	SIMV in VCV & PCV
2.P.17.g	Pressure Support, PS with CPAP, PS with SIMV in VCV/PCV
2.P.17.h	Auto flow or PCV-VG or similar mode – delivering set tidal volume at minimum airway pressure. and in combination with SIMV
2.P.17.i	High peak inspiratory flow upto 120 LPM or more.
2.P.17.j	Tidal volume adjustment range 5 ml to 1500 min volume control mode / pressure control mode
2.P.17.k	Adjustable PEEP: Off, 4 to 30 HPa (or cmH2O) and CPAP: 0, 4 to 30 mbar
2.P.17.l	Respiratory frequency from 4 to 100 per min.
2.P.17.m	I:E : minimum 2: 1 to 1:8
2.P.17.n	In case of total fresh gas failure including Oxygen, facility to ventilate the patient with Oxygen via the same Anaesthesia workstation must be available.
2.P.18	Should have tidal volume compensation or fresh gas decoupling valve.
2.P.19	Should have external fresh gas outlet for connecting the open circuits.
2.P.20	Should have dual flow sensing technology with flow sensor at inspiratory and expiratory side.
2.P.21	Should have display of up to 3 or more real time wave forms and display of concentration of CO2, O2, and anesthetics agents, airway pressure, inspiratory and expiratory flows and loops for P-V and F-V loops.
2.P.22	Anesthesia machine should monitor and display the measure value of minute volume, tidal volumes, peak airway pressure, mean pressure, plateau, PEEP, dynamic compliance and resistance.
2.P.23	Should have pause mode for short term interruptions of ventilation with variable time period up to 60 mins.
2.P.24	Should have alarms for high/low volume for expired tidal volume, minute volume frequency and airway pressure low MAC, FiO2, CO2,gas supply, leak, circuit disconnection, power failure, battery empty.

2.P.25	Should be supplied with Sevoflurane and Isoflurane/ Desflurane vaporizer (one of them as requested); All the vaporizers and monitor should be manufactured from same company as anaesthesia machine. Should quote for all the three vaporisors. Will be selected one from Isoflurane or Desflurane.
2.P.26	Should be supplied with independent Active / Passive anesthesia scavenging system for pollution free atmosphere in operation theatre. 60 PSI air outlet and hospital vacuum outlet will be available.
2.P.27	Should have dual detection of anesthetic agent in case of change of anesthetic agent.
2.P.28	Should have RS232 port to interface monitor to transfer the expired parameters on monitor
2.P.29	Should have battery back up to at least 60-90 minute including that for ventilator.
2.P.30	System should have backup oxygen control in case of complete power failure and auxiliary oxygen supply source.
2.P.31	Should have auxiliary Oxygen supply system.
2.P.32	Should have anytime facility for manual ventilation possible at least with fresh gas O2 delivery and dosage of volatile agents with airway pressure monitoring in case of system failure / system "off".
2.P.33	Should have the indicator or decision support to show the efficiency of fresh gas setting while used in Low flow and minimal flow
2.P.34	Machine should be equipped with anesthesia gas monitoring with automatic identification of anesthetic agent (MAC, inspired and end tidal concentration) as well as O2 %, N2O %, FiO2 % and Inspired and expired CO2 (through side stream monitoring) in mm Hg;
2.P.35	End tidal CO2 measurement should be of side stream technology
2.P.36	Machine should have tools to support low and minimal flow anesthesia such as Econometer/ Ecoflow, low flow wizard, O2 uptake and MV*CO2 values
2.P.37	Machine should be able to calculate patient's lung compliance values.
2.P.38	Should have sample gas return into the breathing system for better gas efficiency in low flow and minimal flow usage.
2.P.39	Should have heated breathing system/ any other equivalent mechanism for optimized minimal flow anaesthesia usage and ventilation quality.
2.P.40	Should be possible to deliver oxygen and anaesthetic agents in Man/spontaneous mode even when the machine is in switched off mode as an emergency back up
2.P.41	The machine should have adjustable alarm limits for all the parameters with auto set alarm function.
2.P.42	The machine should have automatic display of MACx values
2.P.43	Should have low agent concentration alarm
2.P.44	Should have alarm logbook for displaying and saving alarm history
2.P.45	System leak and fresh-gas deficiency alarm/ Indicator tool to eliminate Hypoxia and fresh gas insufficiency.
2.P.46	Should have cardiac bypass mode
2.P.47	Should have fully automated self-test including calibration of all sensors without any user action necessary after start to test.
2.P.48	Should have backup manual mode to allow the direct change to manual ventilation while maintaining gas and ventilation monitoring; O2 and anaesthetic agents from the vaporisers can be continuously delivered.
2.P.49	Should have integrated active AGS system
2.P.50	Each machine should be supplied with following accessories with each unit of same manufactures make.
2.P.51	Multi parameter Monitor mounting should provide along with machine.
2.P.52	Standard Scope of supply must include:
2.P.53	Pipeline connections for O2, N2O and Air
2.P.54	Semiclosed breathing system
2.P.55	Adult & Peadiatric autoclavable patient tubings (1 each)
2.P.56	Anaesthetic mask size – Adult & child
2.P.57	Vaporisers for sevoflurane and Isoflurane / Desflurane (one of them as requested). Should quote for all the three vaporisors. Will be selected one from Isofurane or Desflurane.
2.P.58	Central gas supply hoses (Color coded)
2.P.59	Sampling lines:10Nos and water traps: 12Nos

2.P.60	19 inch or higher display monitor with necessory cabling should be provided to view the monitor parametres at the consol room.
2.Q	**Hemodynamic Patient Monitor to use along with Anaesthesia workstation**
2.Q.1	Should be suitable for adult, paediatric and neonatal patients monitoring in fixed environment.
2.Q.2	Should have 17 inch or higher touch screen colour display with large fonts and provide access to minimum 12 or more waveforms with ergonomic representation of multi-functionality. 19 inch or higher display monitor with necessary cabling should be provided to view the monitor parameters at the consol room.
2.Q.3	Monitor should be HL 7 compliant and should be able to interface with other single point access to web-based applications like HIS, PACS, PDMS, LIS and more directly (without requiring extra server, hardware and software from institute side)
2.Q.4	Should give direct access to Web-based applications, without requiring extra servers or licenses (such as Microsoft® clients, Citrix).
2.Q.5	Should have minimum ECG, NIBP, SpO2, 2 temperature and 2 Invasive pressure as standard and all other parameters should be through upgrades as pods/modules and software.
2.Q.6	Should have basic arrhythmia detection for life-threatening alarms that include asystole, ventricular fibrillation, ventricular tachycardia, and bradycardia and more.
2.Q.7	Should have non-volatile graphic and tabular trending of all monitored parameters as standard for minimum 72hrs.
2.Q.8	Should have manual as well as automatic setting of screen format with selectable parameter priority & colour selection for parameter on screen.
2.Q.9	Should have excellent cable management with as minimum as possible cables at monitor & patient end for maximum comfort to patient as well as user.
2.Q.10	Should have integrated transport monitor with battery backup of 180min and one-button disconnect and without additional modules or batteries and shall allow transport with all currently monitored parameters remaining active.
2.Q.11	The transport display shall automatically adjust its orientation using a gravitational sensor when it is rotated to a different view.
2.Q.12	The transport monitor should have minimum 6 inches of touch screen and 3 or more waveforms
2.Q.13	It should be US FDA and European CE approved for monitor as well as all the parameters.
2.Q.14	Should have Defibrillator and ESU protection, ECG Sync, IABP interface (ECG and Arterial for triggering and deflation with a device delay of <20 millisec)
2.Q.15	Ready for wired networking
2.Q.16	Facility to upgrade to automatic electronic charting and data management solution with data archival facility for patient monitor and ventilator data. It should be single centralized server based for multiple bed's upgrade Charts should be seen on any optional device like laptop, desk top or tab etc.
2.Q.17	Monitoring solution shall support at least sixteen (16) different display layouts, and at least five (5) for the transport component.
2.Q.18	While using another application, the monitor configuration will always allow for continuous viewing of the real-time pa rameter data
2.Q.19	360-degree alarm bar & Rotary knob lights up when conformation for user selection is required
2.Q.20	Touchscreen, Rotary knob & keyboard
2.Q.21	Monitor when interfaced with Anaesthesia Machine, the monitor shall provide capabilities for display of multi-parameter sets to be used in lung recruitment procedures through an analysis tool.
2.Q.22	Monitor shall provide the option to connect a secondary display that can be configured independent display without the need for additional hardware and users the ability to configure the location, speed and color of the parameters and their associated waveforms separately to the monitoring workstation
2.Q.23	Monitor should able to connect to anaesthesia machine and should be able to display ventilator waveforms, parameters and loops.
2.Q.24	The monitor must be mounted over anaesthesia machine and the necessary mounts must be supplied
2.Q.25	Should have following parameters
2.Q.25.a.1	ECG
2.Q.25.a.1.1	5 lead ECG monitoring with three leads of ECG waveform simultaneously monitoring
2.Q. 25.a.1.2	Should display 12 leads of ECG monitoring
2.Q. 25.a.1.3	Range 15 to 300bpm

2.Q. 25.a.1.4	Should display 12 leads of ECG by connecting 6/5 ECG lead wires (Reduced lead set algorithm) as standard feature with max. lead positions as per standard lead placement.
2.Q.25.a.2	RESPIRATION
2.Q.25.a.3	SpO2
2.Q. 25.a.3.1	Should be supplied with Masimo SET technology with respective sensors
2.Q. 25.a.3.2	Should display digital value and Plethysmograph
2.Q. 25.a.4	NIBP
2.Q. 25.a.4.1	By oscillometric principle of measurement with step wise deflation.
2.Q. 25.a.4.2	Suitable for adult, paediatric, neonatal patients
2.Q. 25.a.4.3	Should display Systolic, diastolic, mean pressure in large easy to read display
2.Q. 25.a.4.4	Should have manual/ stat mode or automatic mode with adjustable time intervals from 2 – 240 minutes and adjustable alarm limits
2.Q. 25.a.4.5	Monitor should have capability for continuous arterial pressure monitoring through non-invasive technique – preferred
2.Q. 25.a.5	IBPs - Simultaneous monitoring of 2 Invasive Pressures should be standard and upgradable to 8 Invasive Pressures. Range: -50 to 400mmHg
2.Q. 25.a.6	Temperature - two temperature one core and second skin simultaneous monitoring and upgradable to 4 Temperature. Range: -5 to 50Deg C
2.Q.26	Following upgrades should be offered – (Quote unit prices in price bid)
2.Q.26.a	BIS/Entropy to measure depth of anaesthesia as standard
2.Q.26.b	NMT Neuro muscular transmission module as standard
2.Q.26.c	Cardiac Output by thermodilution technique as optional
2.Q.26.d	Masimo rainbow SET; SpHb, SpOC, SpCO, SpMet or PVI, at the users discretion from one sensor source as optional
2.Q.27	Standard Scope of Supply must include:
2.Q.27.a	5/6/10 lead ECG Cable – 1 no
2.Q.27.b	SpO2 Masimo set finger Pead, Neonate and Adult sensor with extension cable – 1 no
2.Q.27.c	Skin temperature Probe – 1 no
2.Q.27.d	Rectal / Oesophageal temperature probe – 1 no
2.Q.27.e	NIBP Hose – 1 no
2.Q.27.f	Adult, Neonate & Paediatric Cuff – 1 each
2.Q.27.g	IBP reusable cable for 2 IBP and 10 pcs disposable transducers
2.Q.27.h	NMT module -1
2.R	Airway Management Set
2.R.1	C Mac Video laryngoscope with mini monitor and adult and pediatric blades
2.S	Pressure Injector for Cardiac Angiography
2.S.1	Microprocessor-controlled compact, powerful digital high-pressure injector, suitable for procedures in digital subtraction angiography.
2.S.2	There should be automatic protection for overflow, over volume and over pressure.
2.S.3	Syringe: 150 ml polypropylene disposable – 100 pcs to be provided.
2.S.4	The make and the model shall be clearly indicated
2.S.5	It should be pedestal version, smaller footprint, a flexible articulating arm and a smooth arc design.
2.S.6	Clearly visible and intuitive user interface that guides through the proper setup.
2.S.7	Should have a syringe front-load system for simple insertion and clean removal
2.S.8	Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit
2.S.9	For direct operation of all functions in the examination room.
2.S.10	There should be a facility to control the flow rate of contrast during injection

2.S.11	Pressure limit: selectable, ranging at least from 50 psi to 1200 psi.
2.S.12	Flow rate: at least 0.1 ml/sec up to 40 ml/sec.
2.S.13	Programmable control: Minimum up to 6 different flow-rate, volumes and/or delays and transition time for one automatic injection series.
2.S.14	Timer synchronization of injection to image acquisition with variable delay.
2.S.15	Syringe heater to maintain preheated contrast at body temperature
2.S.16	Indicator light to indicate injector ready or in progress.
2.S.17	Scale reading indicating amount of contrast in syringe.
2.S.18	There should be a colour touch screen in the console room
2.S.19	The unit should be synchronized with the application
2.S.20	LED display for ensuring proper orientation for viewing of the power head in rotation; indicates programmed protocol and volume remaining in the syringe. the information needed must be highlighted
2.S.21	Control bar for easy one finger operation, variable speed control of ram for syringe filling, pull-back, or infusion
2.S.22	Should provide a clear view of the contrast.
2.S.23	Air detection and warning system to detect empty syringes and air bolus
2.S.24	The pressure sensitive touch screen display
2.S.25	Protocol manager to store and recall user defined protocols
2.S.26	Single button for switching between angio and CT modes
2.T	ACT MACHINE - 1 NO
2.T.1	System should be microprocessor controlled designed to determine coagulation end points in whole blood, Citrated blood and plasma samples.
2.T.2	It should be compact & portable for bed-side testing
2.T.3	One Button Operation- Easy to Use
2.T.4	LED/LCD based screen for displaying results (fully digital display screen)
2.T.5	It should be capable of displaying two reports at one time
2.T.6	Measurement range 0-1500 sec.
2.T.7	Temparature Range: 37.0.±2 Degree c
2.T.8	Environment-15degree-30degree C
2.T.9	It should require less than 2ml of blood for each test.
2.T.10	It should have inbuilt mechanism to heat the cuvette
2.T.11	Dual well testing method
2.T.12	Desirable: Rate of Actual Clot Formation (CR, Clot Rate: Thrombin Activity, Low Molecular Weight Heparin Management).
2.T.13	It should have a battery backup of 2 hrs
2.T.14	Data transfer capability: Printer option available facility to store view multiple patient data

2.T.15	Should be US FDA/EUROPEAN CE4 digit approved if there is no valid Indian standard available in this category.
2.T.16	Cuvettes for each test to be supplied with machine - 100 nos.
2.U	HEMOXIMETER - 1 NO
2.U.1	The Analyzer should be able to measure the following parameters accurately: tHb, HbO2, %HbO2, [O2], sO2, O2Ct, COHb, MetHb.
2.U.2	Should be capable to use whole blood as sample. Cuvette type preferred.
2.U.3	Sample volume for measuring all parameters should be less than 50 microlitre.
2.U.4	The analysis time should be 7 to 10 seconds per sample.
2.U.5	Should have 5 analysis wavelengths
2.U.6.a	Measuring Range
2.U.6.b	%HbO2: 0 to 100% (+/-1)
2.U.6.c	tHB: 4 to 25 g/dL (+/-0.35 to 0.45)
2.U.6.d	[O2] : 0 to 35 ml O2/ dL
2.U.7	Analyzer should perform automated quality control.
2.U.8	Analyzer should have LCD monitor display
2.U.9	Analyzer should have external keyboard and high end color printer compatible with software.
2.U.10	Analyzer should have minimum inbuilt memory of at least 100 measurements and also have a USB port/HIS compatibility that enable to transfer to external computer.
2.U.11	All results should be microprocessor controlled and of latest version of technology
2.U.12	Environmental factors
2.U.12.a	The unit shall be capable of operating continuously in room temperature of 15-30 deg C and relative humidity of 15-90%
2.U.12.b	Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC-directive.
2.U.13	Power Supply
2.U.13.a	Should operate on battery approximately 8 hours (constant run) or 10 complete testcycles per charge. Tests may also be run while the machine is plugged into the AC/DC power module.
2.U.14	Standards, Safety and Training
2.U.14.a	Should be US FDA/EUROPEAN CE4 digit approved or equivalent if there is no valid Indian standard available in this category.
2.U.14.b	Shall meet the safety requirements as per IEC.
2.V	**ADDITIONAL REQUIREMENTS**
2. V.1	Table mounted lead protected shield
2 V.2	Ceiling-suspended lamp with shield
2. V.3	Ceiling mounted and floor movable lead glass shield with frame of at least 2ft x 4ft - 2 nos
2. V 4	Radiation protection goggles -10 no's
2. V 5	Console room and review station in the Cath lab with computer and DVD/CD writing

2. V.6	Console room chairs and tables (as per site requirement)
2. V.7	Mobile shield with lower body protection – 1no
2. V.8	Lead impregnated door as per AERB specifications (as per site requirement)
2. V.9	Wireless remote communication with operators from outside
2. V.10	Standalone Cath lab/ OT examination light – One number
2.V.11	**Necessary Turnkey work as per the site requirement should be done by the selected bidder.**
2.V.11.a	Flooring, false ceiling, lighting, wall tiling, electrical work and power plug points inside cathlab, console, machine room, store room, washing area.
2.V.11.b	Flooring, false ceiling, lighting, wall tiling for the corridor between cath lab and patient waiting area
2.V.11.c	Automatic handwashing system in the washing area with two sets of tap with betadine and soap dispenser as suitable. With foot operated manual override.
2.V.12	All system shall be USFDA & European CE 4 digit certified in case any specified Indian standards are not available.
2.W	**General Terms &Condition:**
2. W.1	Complete Supply, Installation testing and commissioning of Video & Image Integration system for Single plane Cathlab system for cardiology in accordance with the specifications, bill of quantities. The above works should also entail necessary Turnkey works including providing of free spare parts and service during Warranty Period.
2. **W**.2	Installation by qualified personnel
2. **W**.3	Customer training
2. **W**.4	Service and Maintenance Agreement
2. **W**.5	All associated twisted pair/ fiber optic cables and termination are to be supplied. Cables should be suitable routed through concealed conduits. In essence the whole installation would be a turnkey work.
2. X	**Approvals: Preferred**
2. **X** .1	Medical device Class I
2.X.2	US FDA, CE or equivalent Marking according to Directive 93 / 42 / EEC in case there is no valid Indian certification available in this category Equipment.
2.Y	**Special Conditions**
2.Y.1	In case of USFDA,CE or equivalent all the medical devices shall be marked as per EU Medical Device Directive No.93/42/EEC and other component parts shall bear CE mark as per relevant EU directive/s or US FDA certified. Self-declaration of conformity documents with other related certificates e.g. Notified Body certificates shall be uploaded. Additional documents to verify the claims may be asked for. Same procedure to be followed in case of any equivalent certification.
2.Y.2	Bidder should clearly mention country of origin of each and every product quoted.
2.Z	**General Requirements:**
2.Z.1	Obtaining statutory approval from Kerala State Electrical Inspectorate (KSEI) is the responsibility of the bidder. Soon after releasing of PO, the bidder must associate with an electrical contractor and prepare the drawings for initial scheme approval after collecting the required documents from the institute and submit the documents in KSEI. Work can be started after obtaining initial approval. After completion of electrical work, the bidder must prepare the completion report and submit the same to KSEI. The bidder shall follow up regularly with KSEI throughout the approval process and submit any additional documents and clarifications as required by KSEI. The bidder shall be absolved of any delay solely attributable to SCTIMST provided, the bidder submits the required documents to KSEI in time as mentioned above.
2.Z.2	Necessary AERB inspection and certification as per the radiation guideline should be obtained by the bidder.

Manuals

The document shall include all information for proper functioning and operation of the equipment by the user. This shall include, but not limited to the following.

- Physical Description
- Features and Function Operating instructions
- Operational Checkouts and technical procedures
- Illustrations
- Performance characteristics
- Adjustments

Date of Manufacture & Certificate of Origin:

The suppliers have to provide proof of Date of manufacture and Certificate of origin to approve the acceptance of the equipment.

1. Warranty:

a) Three years Comprehensive Warranty and CAMC for another Twelve years are required as per Conditions of Contract of the bidding document. The warranty and CAMC shall be for complete equipment (Including all spares, labour and third party items) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department of the Institute.

b) The warranty charges shall be quoted separately.
c) All software updates should be provided free of cost during Comprehensive Warranty period.

d) Equipment should be service supported with spares for a period 12 years after warranty.

2. After Sales Service:

After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 12 years after warranty.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the User Department.

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/ operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next twelve years on yearly basis for complete equipment including third party items as per Price Schedule.

b) The cost of CAMC may be quoted along with GST applicable as on the date of Bid Opening. The CAMC rate shall not exceed 5% of the equipment cost. The CAMC will be renewed once in three years with a maximum of 5% escalation from the previous period (after every three years).

c) Cost of CAMC will be added for Ranking/Evaluation purpose.

d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of CAMC charges (as per Proforma given in bidding document) valid till 60 Days extra after expiry of entire CAMC period.

e) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

f) The cath lab system should be regularly maintained in the latest version of computing software including software platform upgrades released for the respective system that can prepare it for future enhancements. If a hardware upgrade is required to run the latest software version to its normal performance, the respective hardware should be upgrade at no additional cost during the complete life of the system (minimum 15 years during the warranty and CAMC period).

g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by End User and Division of Clinical Engineering.

h) TDS appropriate rate shall be made from the service charges, if applicable.

5. 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 or double the days equivalent to downtime.

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.

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.

SECTION – VIII

QUALIFICATION CRITERIA

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

2(a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 100% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

2(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.

3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.
If the bidder is an MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If an MSME bidder do not furnish the UAM Number along with bid documents, such MSME units will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

NOTE:
1.The tenderer 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."

2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer (Tenderer)/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchase

5. The bidder should submit the manufacturer's production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.

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 Tender.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

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 purchser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/ end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**** The bidders are requested to submit the latest purchase order copies supplied to Govt/Public Sector Institutions/ Institute of National importance for the specific model quoted along with the price bid.**

SECTION – IX

BID FORM

To

The Director,

Sree Chitra Tirunal Institute for Medical Sciences and Technology,

Medical College P.O, Thiruvananthapuram – 695011, Kerala

Ref. YourTE No. _____due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver_____in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

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

We agree to keep our bid valid for acceptance as required in the "General Instruction to Bidders", read with modification, if any in "Special Instructions to Bidders", Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned bidding document, including amendment/ corrigendum if any**.**

"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 bid security."

Name_____

Business Address_____

Place: _____ Signature of Bidder_____

Date: _____ Seal of the Bidder_____

SECTION - X

PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Format provided in the e-tender portal 'www.tenderwizard.com/SCTIMST' under the Schedule No. as per terms of the tender.

SECTION – XI

CHECK LIST

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

*Name of Bidder:*_____

*Name of Manufacturer:*_____

Sl. No.	Activity	Yes/ No/ NA	Bid File Name and Page No.	Remarks
1	Have you submitted the duly signed copy of Bid security declaration form ?			
2.a	Have you enclosed certificate of registration issued by department of MSME.			
b	Does such certificate clearly mention the quoted item?			
3.a	Have you enclosed duly filled bid form as per bidding document?			
b	Have you enclosed Power of Attorney in favour of the signatory?			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement given in the bidding document?			
b	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	Bid File Name and Page No.	Remarks
6	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7.a	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
8	Have you kept validity of 180 days from the Techno Commercial Bid Opening date as per the bidding document?			
9.a	In case of Indian Bidder, have you furnished GST No.?			
b	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
10	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
12	Have you accepted all the terms and conditions of this bidding document?			
13	Have you submitted the duly signed copy of **Integrity pact (At Appendix-A) ?**			

N.B.

1. All pages of the Bid should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
4. Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
5. In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name_____

Business Address_____

Place: _____ Signature of Bidder_____

Date: _____ Seal of the Bidder_____

SECTION – XII

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 bid 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 Authorised Official

(with seal of firm)

(Name of Bidder

Place .....

Date.....

SECTION – XIII

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: Your TE document 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 TE 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 TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent 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.*

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no_____ dated _____
to supply _____ (*insert description of goods and services*)
(Hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee will remain in force up to _____*(insert date of additional Sixty days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security)* and any demand in respect thereof should reach the Bank not later than the above date.

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

SECTION – XV

CONTRACT FORM

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

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

Contract No_____ dated_____

To _____
(*insert name of Supplier with address*)

This is in continuation to this office's Purchase Order No_____ dated _____

1. Name & address of the Supplier: _____
2. TE No : _____and subsequent Amendment No_____, dated_____ (if any), issued by the Purchaser
3. Supplier's Bid No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

   (i) General Conditions of Contract;
   (ii) Special Conditions of Contract;
   (iii) List of Requirements;
   (iv) Technical Specifications;
   (v) Quality Control Requirements;
   (vi) Bid Form furnished by the supplier;
   (vii) Price Schedule(s) furnished by the supplier in its Bid;
   (viii) Manufacturers' Authorisation Form (if applicable);
   (ix) Purchaser's Purchase Order
   (x) General Points

   Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Bidding Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
   (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

(ii) Delivery schedule:_____

(iii) Details of Performance Security required:_____

(v) Destination and despatch instructions:_____

(vi) Consignee:_____

6. Warranty clause:

7. Payment terms:

_____
(Signature, name and designation of the Purchaser authorised official)
For and on behalf of Director, SCTIMST

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____
(*Insert Name and address of the supplier*)

(Seal of the Supplier)
Date: _____
Place: _____

SECTION – XVI

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1) Contract/Purchase Order No. & date:_____

2) Supplier's Name:_____

3) Consignee's Name & Address: _____

4) Name of the item supplied:_____

5) Quantity Supplied:_____

6) Date of Receipt by the Consignee:_____

7) Signature of Authorized Representative of Consignee with date:_____

8) Name and designation of Authorized Representative of Consignee:_____

9) Seal of the Consignee:_____

SECTION – XVII

CONSIGNEE ACCEPTANCE CERTIFICATE

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

1) Contract/Purchase Order No. & date:_____

2) Supplier's Name:_____

3) Consignee's Name & Address: _____

4) Name of the item Supplied :_____

5) Quantity Supplied :_____

6) Date of Receipt by the Consignee :_____

7) Date of Installation/Commissioning and Acceptance of Equipment:_____

8) The supplier has fulfilled its contractual obligations satisfactorily

OR

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

i)
ii)
iii)
iv)

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

10) Signature of Authorized Representative of Consignee with date:_____

11) Name and designation of Authorized Representative of Consignee:_____

12) Seal of the Consignee:_____

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 for .....The 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 Bibber(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.

sd/-

DIRECTOR, SCTIMST BIDDER

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.

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.

sd/-

DIRECTOR, SCTIMST BIDDER

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.

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 Declaration.

(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 Contactors.

(3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

sd/-

DIRECTOR, SCTIMST BIDDER

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.

(2) The Monitor is not subject to instructions by the representatives of the parties an 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.

sd/-

DIRECTOR, SCTIMST BIDDER

(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 oft he bidders and exclusion from future business dealings.

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 oft he agreement turn our to be invalid, the reminder oft his 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.

sd/-

DIRECTOR, SCTIMST BIDDER

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

(Office Seal)

Place .....

Date.....

Witness 1: _____

(Name & Address) _____

Witness 1: _____

(Name & Address) _____

APPENDIX-C

Restrictions under Rule 144 (XI) of the General Financial Rules (GFRs),2017

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

Ill. "Bidder from a country which shares a land border with India" for the purpose ofthis Order means: -

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

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or whoexercises control through other means.
Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

Competent Authority and proccedure for Registration

The competent authority for the purpose of registration under this order shall be the Registration committee constituted by the department for promotion of industry and internal Trade (DPIIT)

Model Certificate for Tenders to be Submitted by the Bidder.

"I have read the clause regarding restrictions on procurement from a *bidder of* a *country which shares* a *land border with India; I certify that this bidder is not from such* a *country or, if from such* a *country, has been registered with the Competent Authority.*

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"