



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

Fax: 0471-2550728

URL: www.sctimst.ac.in

Email: purchase@sctimst.ac.in

TENDER ENQUIRY DOCUMENT

FOR THE PROCUREMENT OF
MODULAR OPERATION THEATRE UNITS (MOT UNIT)
FOR 170 BEDDED SWASTHYA SURAKSHA
HOSPITAL BLOCK UNDER PRADHAN
MANTHMRI SWASTHYA SURAKSHA
YOJANA(PMSSY)

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SECTION - I**NOTICE INVITING BIDS (NIB)****Tender No. SCT/H/PMSSY/I/2021-22/07****Dated 06.07.2021**

E-Tenders in **TWO BID** system are invited from Manufacturers/their accredited Agents/ Distributors for the procurement of "**Modular Operation Theatre Units**" for 170 bedded Swasthya Suraksha Hospital Block under **Pradhan Manthri Swasthya Suraksha Yojana (PMSSY)**.

Sl. No.	Brief Description System	Quantity	Earnest Money Deposit
I	MODULAR OPERATION THEATRE UNIT	9 No.	In the form of Bid Security Declaration
Pre- Bid Meeting with prospective bidders			
Venue for pre-bid meeting: AMCHSS, Sree Chitra Tirunal Institute for Medical Sciences and Technology, Medical College P.O. Thiruvananthapuram – 695011, Kerala			
Last date of submission of pre-bid queries as email to purchase@sctimst.ac.in with a copy to sps@ctimst.ac.in		14/07/2021 upto 5 pm	
Date of Pre-bid meeting			
Date of pre-bid meeting		16/07/2021 at 11.00 am	
Date of Publishing of corrigendum if any after pre-bid meeting		23/07/21	
Last date and time of online submission of bids		10/08/2021 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). <i>The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid</i>		16/08/2021 upto 1.00 pm	
Date of tender Opening		17/08/2021 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 (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

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 (labour, spare 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, an Institute of National Importance, established by an Act of the Indian Parliament(Act 52 of 1980). MOH&FW has authorised the Medical college institutions for decentralized procurement of equipment under the “Pradhan Mantri Swasthya Suraksha Yojana”(PMSSY)being implemented by the MOH&FW to improve tertiary Medical care and quality of Medical education in India. The MOH&FW is financially assisting the institute in procurement of medical equipment and agreed to fund part of the budget earmarked for the Institute for the desired purpose. Accordingly the construction of the 170 bedded hospital building is in progress which is expected to be tentatively completed by January’2021.

- 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 Tenders is open to all bidder 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” (NIT), 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	- 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 Forms A & B
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. 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, 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 has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

- a. The techno-commercial bid of each Schedule 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 Tender of this tender enquiry. Each Schedule has to be submitted in separate sealed envelope.
- 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) Checklist 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 or Yen. 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 If there is more than one schedule in the “List of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 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.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 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.

13.4.2 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.

13.5 Additional information and instruction on Taxes and Duties:

13.5.1 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.

13.5.2 Customs Duty

The Purchaser will pay the Customs duty wherever applicable.

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

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

13.8 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

13.9 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 misleading 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

- 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 270 days (Two hundred and Seventy 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 - 695011, Kerala in the sealed envelop superscribed as " Techno-commercial bid", "Tender No.", "Schedule 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. Schedule-wise Evaluation

1.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid.

33. Comparison of Bids

33.1. 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 5 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.

33.2 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.

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

34.1 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.

34.2 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.

34.3 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.

34.4 The comparison of bids will be based on GIB Clause 33, 34 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.

35. Bidder's capability to perform the contract

35.1 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. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

35.2 The above-mentioned determination will, inter alia, 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.

36. Contacting the Purchaser

- 36.1 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.
- 36.2 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

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

- 37.1 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).

38. Award Criteria

- 38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

- 39.1 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.
- 39.2 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.

40. Purchase Order

- 40.1 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.
- 40.2 The Purchase Order shall constitute the conclusion of the Contract.

41. Issue of Contract

- 41.1 Promptly after issue of Purchase Order, the Purchaser will mail the contract form (as per Section XV) to the successful bidder by e-mail.
- 41.2 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.

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

- 42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 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.

43. Publication of Bid Result

- 43.1 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

44. Corrupt or Fraudulent Practices

- 44.1 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)
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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 ninety (90) 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 ninety (90) 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 transshipment (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, Bureau 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 warehouse (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. Two additional end user training per year during the warranty period.
- iv) Supplying required number of Operation, Maintenance & Service manual for the goods.

Supplier 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

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 and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.

- All kinds of coils, probes and transducers.
- Computers, Monitors, Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners
- Fit out work carried out by the supplier
- Third Party items.

- 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 3 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 10 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 trial 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 on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

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 Subject to GCC clause 26, 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 contract, 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 as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

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	MODULAR OPERATION THEATRE UNITS	9 NO.		

Part II: Required Delivery Schedule:**For Indigenous or Imported goods:**

Supply, Installation and Commissioning to be completed within **90 days** from the date of Purchase Order or date of opening of LC or date of approval of layout drawing (in case applicable) or readiness of site as certified by the institute whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of Purchase Order. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of Purchase Order.)

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

Readiness of site should be ensured by the supplier before delivery of goods.

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 mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance of all requirements as mentioned in the purchase order.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance 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:**

Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

The foreign bidders 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 from warehouse to the consignee site for a period including 3 months beyond date of delivery.

c) **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, Thiruvananthapuram - 695011, 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**

PREAMBLE TO BOQ
BOQ shall be read and construed in conjunction with other Contract Documents.
General directions and description of work and material given in the Technical Specification and codes are not necessarily repeated in the Bill of Quantities. The Technical Specification forms an integral part of the Bill of Quantities.
The Tenderer is obliged to check the number of the pages of the Bill of Quantities and should any be found missing or duplicated or the figures, the Tenderer must notify the Institute representative at once and have the matter rectified before the Tender is submitted. No liability whatsoever will be accepted in respect of any claim for errors in the Tenderer's offer resulting from failure to comply with the afore-going.
Notwithstanding that practical care was exercised in preparing the BOQ, but all quantities given herein shall be deemed to be estimated quantities of the work to be done but they are not to be taken as actual and correct quantities of the work to be executed and they are not to absolve the contractor of his obligations under the Contract. They are not to be taken as guarantee that the actual quantities increase or decrease, and any claim whatsoever submitted for cost or extra expenses incurred from such increase or decrease will not be accepted by Institute representative except where else stipulated in the Contract.
All materials used are to be of the best new available and subject to the Institute representative's approval, and of durable nature, guaranteed, not liable to any base exchange and manufactured according to applicable Standards. Execution also is subject to approval of Institute representative and shall be the best available common practice in engineering codes at the time of execution.
Items that contain materials or products of special make with names of manufacturers are to be taken as samples of what will be required. Subject to the Institute representative's approval.
The contractor will also be responsible for any defect that may result from his work and shall be corrected on his own cost.
The Institute representative has the right to increase, decrease or even cancel any specific item in the BOQ without any change in unit or contract price.
The contract price includes the submissions of all user manuals, catalogues, software's and other related submittals the Institute representative may request.
The Unit Price shall cover all costs of every kind whatsoever including, without being limited to, all charges for additional site installations, relocation, supervision, labour, transportation and supply of materials; the provision, maintenance, use and efficient repair of all plant, equipment and appliance of every kind, the construction and maintenance of all temporary works, the performance of all services and the fulfilment of all obligations and responsibilities herein defined.
All contamination removal (refuse, debris, building rubbish and the like) arising from or in connection with the Contractor's work.
Protection of the executed works and of the items made available for execution of the works from damage, fire, inclement weather, and theft etc., to the time of final handing over.
Any type of tests to be carried out on materials and works, etc., as required by the Institute.
Price should include all excavation, warning tape for the work, backfilling with compaction in every 20cm, supporting of trenches and all associated works.
The prices should include all required tests and any temporary works such as the temporary installation of fittings etc.,,
The concrete foundations for the installation of equipments shall be in the scope of the civil contractor, all coordination for the installation of flange plates, supports shall be checked and confirmed by the MOT UNITS contractor before and after pouring the concrete. All reworks due to misalignments/wrong installation shall be in the scope of MOT UNITS contractor (including cost) and rework in all respect to be done.

All materials, fixing materials, accessories, hardware, operations, tools, equipment, consumables, civil works wherever involved and incidentals required in preparations for in the full and entire execution and completion of the work called for the item and as per specifications and drawings completely.
The successful contractors shall submit the Schematic diagrams, fabrication drawings with details of equipment wiring diagrams etc. to SCTIMST for approval prior to supply / commencement of such works. The approval of these drawings will be general and will not absolve to contractor of the responsibility of the correctness of these drawings. At least four copies of the approved drawings supplied to SCTIMST for their distribution to various agencies at site at no cost to owner.
All testing and calibration charges for the meters shall be included in the installation price of all type of Metering.
The tender shall take into account the expenses of pre-commissioning tests to be conducted as per specification of the complete installation by licensed agencies.
All the items of work shall be treated as supply, store, installation, testing, commissioning and handover unless otherwise mentioned.
Any other service damaged during the works shall be repaired and/or replaced and all necessary precautions shall be taken under this Contract to ensure that the existing services are maintained and are not damaged. The Institute representative shall be advised immediately of any service which has been damaged during the work and replaced or repaired under MOT UNITS contractor cost for this Contract.
There are multiple agencies working at site and the Contractor has to coordinate/liaise with those agencies and ensure smooth execution of work.
BATTERY LIMITS
Safe Storage of all items including client supplied items : MOT Units Contractor
Testing Commissioning electrical connection required items: MOT Units contractor in coordination with Electrical contractor
Supply & unloading of all items at site: MOT Units Contractor.
Material Receipt at site and pre inspections of delivered material: MOT Units Contractor
Fixing Of Route Markers : MOT Units Contractor
Equipment Earthing / Body Earthing (where ever applicable) : MOT Units Contractor
Glanding of Cables & Providing Lugs For Cables In all Equipments : MOT Units Contractor
Terminations Inside the Equipments: MOT Units Contractor.
All control Cabling , Control cable glanding with Cu Lugs In all Equipments : MOT Units Contractor
Testing & Commissioning of all equipments supplied for MOT Units system : MOT Units Contractor
RESPONSIBILITY OF BIDDER
Bidder shall be responsible for complete design, supply, installation, testing and commissioning including Civil Modification works, demolition and construction as applicable .The bidders are required to survey the site before furnishing the quotations.
Bidder shall execute all required civil, electrical, plumbing, lighting, fire safety, exhaust systems, false ceiling trap door/ cut-out and repair(if any) and other works as maybe required for complete installation and trouble-free functioning as a part of the Civil Modification.
The MOT UNITS bidder has to terminate/interconnect all the medical gas lines up to/to the Pendant in OT/MOT
Medical gas pipe line inside the operation theatres has to be done by the MOT UNITS bidder. MOT UNITS bidder shall cooperate with the MGPS bidder for associated works. The interconnection of MOT Gas pipelines is the responsibility of MOT UNITS bidder. The MOT UNITS bidder has to terminate/interconnect all the medical gas lines and outlets to the Pendants in OT.
The bidder shall be responsible for the complete works including the submission of working drawings, and isometric views, detailed work schedule and materials. Bidder shall be responsible for design, supply, installation, testing and commissioning of medical gas supply system in coordination with institute authorities.
Bidder shall be responsible for free maintenance of all component during warranty period including all filters & consumables.
Bidder should provide factory test certificates for the materials used. Bidder should supply complete set of part

manuals, service manuals and user manuals for all the systems and subsystems supplied. Final electrical safety test, system test, leakage and calibration should be done by authorized persons using calibrated test equipment as per standards.
The final Payment will be made on the actual consumption of the BOQ Items and ranking will be done with tendered BOQ.
Bidder must have a satisfactory installation of complete MOT UNITS as per any International standard as asked in tender and demo may be taken for the same.
Bidder will be provided after award either AutoCAD or PDF or hard Copy of building Layout drawing for preparation of MOT UNITS drawings. Bidder has to submit the drawings within 20 days after award of contract.
Bidder should be responsible for suitable arrangement of heat dissipation and Air-Conditioning as per offered MOT UNITS plant requirement/recommendations from the Manufacturer and as per local site condition. Bidder should also take care of backup arrangement for AC and Exhausts as the MOT UNITS Plant may run 24x7 as per the requirement.
Bidder should be responsible for dedicated earthling (Chemical type) for MOT UNITS (If required)
Bidder has to design the MOT UNITS system as per BOQ & specification mentioned in the tender, any clarification/suggestions regarding the design of MOT UNITS system should be Submitted before pre-bid meeting.
Bidder has to clarify their doubts or prerequisites during pre-bid meeting. Bidder has to submit the list of prerequisites along with bid. No further pre-requisite/requirement after placement of contract will be addressed.
Bidder shall provide switch/socket on wall for MOT UNITS on the location as approved/required by consignee.
The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required depute a company trained person to train the institute personnel onsite for a minimum period of one year.
The storing of raw materials of MOT UNITS system during installation period and the security of the materials is the responsibility of MOT UNITS vendor.

MOT Units - Scope of Works

Supply, installation and commissioning of Truly Modular Operation Theatre consist of following	
1.	Demolishing, Reconstructing, Water Proofing, Plumbing, Repainting And Replacement
2.	Electrical Work
3.	Distribution Board
4.	HVAC Works Inside OT
5.	Medical Gas Line Installation
6.	Wall Panels
7.	Exhaust Air Cabinets
8.	Ceiling System
9.	Laminar Air Flow System
10.	Flooring
11.	High Quality Door
12.	Scrub Station
13.	Control Panel
14.	Peripheral Lighting System
15.	Pressure Relief Dampers
16.	Hatch Box (Optional)
17.	Pendants (Optional)
18.	Surgical Light
19.	X Ray View Box - LED
20.	Storage Unit
21.	Digital Display Panel
22.	Operating List Board
23.	Surgical Table (Optional)
24.	Fire Extinguishers

25.	Intelligent Operation Theatre, (optional)
All products should be designed and manufactured according to ISO 9001:2000 standards. System of stainless-steel wall panels stainless steel type EN 1.4301 powder coated, ceiling panels, interior doors and windows should be designed for operating theatres, treatment rooms as well as rooms in which high sanitary and hygienic standards are required	
Panel system should be certified by some institutes like National Institute of Hygiene, Department of Environmental Hygiene.	
1	Demolishing, Reconstructing, Water Proofing, Plumbing, Repainting and Replacement
1.A	Any demolition, reconstruction, water proofing, necessary plumbing, repainting, replacement of any door or windows to provide structured design for modular OT should be carried out by the bidder. Enclosure of inner side corridor to make it a closed air-conditioned unit should be carried out by the bidder
2	Electrical Work
2.A	Power distribution within the OT should be "provided' from distribution boards located near to each theatre. MOT bidder shall provide the necessary documents to the general contractor in the required format to obtain statutory approvals. There shall be separate distribution boards for raw power, UPS power and isolated supply. All electrical works inside the OT should be in the scope of the MOT bidder and should comply with the Kerala State Electrical Inspectorate guidelines.
2.B	Earthed equipment bonding of all exposed metalwork should be provided
2.C	Power sockets within the Operation Theatres ancillary areas should be matched to the other power sockets in the hospital building
2.D	Fittings should be sealed in accordance with the standard IP54
2.E	All equipment should be fully and permanently labelled to identify and describe the function, operation and voltage of the apparatus concerned. Electrical installation, testing and commissioning in accordance with relevant sections of the local authorities wiring regulations should be carried out and the results recorded
2.F	All items should be BIS certified
3	Distribution Board
3.A	All high voltage equipment power supply should be installed in a separate enclosure.
3.B	All internal wiring should terminate in connectors with screw & clamp spring.
3.C	Individual fuses or miniature circuit breakers should protect all internal circuits.
4	HVAC Work inside OT
4.A	The respective vendor should provide HVAC ducting till the collars of the plenum/laminar box system.
4.B	Supply and return air Ducting including insulation, supports, hangers, etc inside the MOT room and connecting to the existing duct provided by CPWD.
5	Medical Gas Line Installation
5.A	The bidder shall coordinate with the Medical Gas Vendor for installation of Pendants.
6	Wall Panels
6.A	Should be manufactured in multi-layer technology.
6.B	From the front top and bottom the edges of the sheet are bent back at right angles. The side edge should be made bent-shaped edge, which should be used for invisible mounting of panel on the base structure.
6.C	The wall panels should be reinforced by plasterboard with a thickness of 10 – 15 mm, in accordance with EN 520:2004 + A1: 2009.
6.D	The wall panels should be manufactured with minimum sheet thickness of 1 mm.
6.E	The design of panels must allow the easy disassembly to carry out additional changes in the plan and buildings.

6.F	Wall panels made of: Stainless steel chrome-nickel steel material EN 1.4301 powder-coated by any of RAL color with the addition of silver ions, which are embedded in the cover of panels during their production and at least two Tempered glass with graphics strengthened (thickness 5mm) with steel (thickness: 1mm) and plasterboard (thickness: 12,5mm).
6.G	The use of nanotechnology should provide 24-hour protection against bacteria, fungi and mold, including Staphylococcus aureus resistant to methicillin, Salmonella, Pseudomonas and Legionella colon.
6.H	This should be confirmed by the appropriate certificate. After the assembly, the contracting authority must provide the test results of samples used for building panels demonstrating the efficacy of the technology used antibacterial wall coverings.
6.I	Panels mounted on a structure made of galvanized steel should enable the distribution of medical gases, electricity and sewerage inside the wall.
6.J	The vertical elements of the corner (concave and convex) should be manufactured from a single element.
6.K	The joints between the panels should not be more than 6 mm and should be provided with antibacterial silicone airtight seal with the addition of silver ions, which are embedded in the coating seals during its production.
6.L	The gasket should be resistant to UV light, detergents, bactericides, water, steam, and means used for disinfection of operating theaters. Gaskets shall conform to the requirements of the EN 12365-1:2005.
6.1	Lead Protection
6.1.A	It should meet AERB requirements. Lead protection on a partition wall & door glazing - Pb 2 mm in radiation areas wherever required.
6.2	Window (Optional)
6.2.A	Flush with the surface of the wall on both sides, 2 x safe glass 8,4; 2 mm Lead protection in radiation areas.
7	Exhaust Air Cabinets
7.A	Air exhausts grids should be provided in corners of rooms and should be connected to the exhaust channels placed behind wall panels. The air exhaust grids and any components should not have sharp edges.
7.B	The exhaust channels should be connected to air exhaust grids at both locations, close to the floor as well as close to the ceiling.
7.C	Part of them must be provided with regulation valve and metal removable filter.
7.D	Grids should be made from stainless steel.
7.E	Metal filter is set on bottom exhaust grids.
7.F	Bottom exhaust grids should be at 300 mm from the floor and upper exhaust grids at 300 mm from the upper edge of the lower ceiling.
7.G	Return air exhaust cabinets should be provided in the operation theatre.
7.H	The exhaust air cabinets should be open able and cleanable.
7.I	These cabinets should have suction from top as well as from bottom.
7.G	Designed flow rate should not be less than 1000 m ³ /hr. Distribution of exhaust air volume between fluff strainers: top should be 400 m ³ /hr and bottom 600 m ³ /hr
7.K	Fixed type exhaust air cabinet (non-open able) type should not be supplied.
7.L	The Exhaust air cabinet should be manufactured and supplied by the supplier of wall and ceiling system supplies.
7.M	Specification of materials and aesthetic should match perfectly with the ceiling system.
8	Ceiling System
8.A	The use of nanotechnology should provide 24-hour protection against bacteria, fungi and mold, including against Staphylococcus aureus resistant to methicillin, Salmonella, Pseudomonas and Legionella colon.
8.B	Ceiling tiles should have a standard module sized 600 x 600 mm.
8.C	Installation Ceiling should create a tight space.
8.D	The ceiling plates /cassettes should be made up of Stainless steel sheets, 0.8 mm thick with matt finish and should be poly urethane powder coated.

8.E	The ceiling suspension should be as follows.
8.F	Support elements: Suspension bracket with tension spring
8.G	Suspension Height: Continuously adjustable from 250 to 1100 mm
8.H	Stability: Permanent and non-stop after adjustment.
8.I	Material: High quality galvanized or powder coated steel
8.J	Room lighting, air supply inlet, ceiling service units; return air outlets, etc as should be integrated with SS metal ceiling system.
8.K	The individual panels except those at the edges should be removable individually.
8.L	All the four corners should have return air duct outlets and grill for the same made of steel duly powder coated with the color choice to suit the Client's choice.
8.M	The ceiling material should be CE certified according to EN standards.
9	Laminar Air Flow System
9.A	Laminar flow unit should guarantee filtered air supply with steady speed of approximately of 25-35 fpm meeting the ACH required as per NABH.
9.B	Installation of laminar flow unit should serve to prevent bacterial contamination, viruses and dust particles elimination.
9.C	Flanges for air supply into laminar flow unit must be set at least 160 mm from the lower edge of laminar flow unit.
9.D	Size of laminar box should be designed by the modular operation theatre supplier according to the requirement of air exchange, whole volume of the air in the operating theater, based on type of the operating theater.
9.E	Air volume flow should be designed individually for every single operating theater individually by operating theater supplier.
9.F	The laminar flow unit should not be riveted or screwed with sealed gaps.
9.G	Frame of the laminar flow unit must be tightly welded from stainless steel.
9.H	The ceiling filtration system should be designed to ensure unidirectional distribution of sterile air with differential flow velocities decreasing from centre to perimeter of the surgical theatre to ensure the cleanliness of all the area covered by the air flow.
9.I	The Laminar flow system should comprise of thick extruded aluminium profiles frame and sealed gasket. The filters installed in the plenum should be suitable for application for laminar flow and clean rooms. These filters should meet following specification.
9.I.1	Protective grids : white epoxy painted micro drawn grid
9.I.2	Separators : continuous thermo plastic chord
9.I.3	Sealant : Polyurethane
9.I.4	Gasket : One piece polyurethane
9.I.5	MPPS average efficiency: > 99.95%
9.I.6	3 Micron DOP efficiency > 99.99%
9.I.7	Final Pressure drop : 600 pa(max)
9.I.8	Maximum Operating Temp : 60 degree Celsius
9.I.9	Maximum RH : 40-50 %
9.J	The ceiling system should be equipped with "S" class HEPA filters with different performances according to their position in the ceiling to achieve different flow velocities.
9.K	The complete filtration ceiling system should be factory assembled. Its holding structure, Filter frames and top plenum should be made of AISI 304 stainless steel.
9.L	The filtration ceiling system should have flow equalizer to achieve uniform & constant air distribution over the whole surface .it should also have connection for surgical lamp to be fitted in place of any filter
9.M	The air management system should be designed to achieved the following parameters:
9.N	F.S. 209 classification = 100 (100 particles/ft3)

9.O	Bacteriological class =B (5 CFU/m3)*
9.P	Particle decontamination kinetics CP =5 min
9.Q	Biological decontamination kinetics CB = 5min
9.R	ECG-GMP Annex 1 classification = Class A
9.S	ISO 14644/1 classification = ISO 5
9.T	The positive pressure should be maintained inside the OT to prevent contamination due to air from outside the OT.
9.V	The supplier should provide test certificate for HEPA filter and laminar air flow systems from the original manufactures. During the warranty and CAMC period the company should validate and certified of the HEPA filters as per the NABH guidelines at their cost. Replacement of HEPA filters should be done at least once in a year during the warranty and CAMC period.
10	Flooring
10.A	It should be with 2mm antistatic seamless PVC flooring.
10.B	Anti-static Class -T homogenous Vinyl flooring of 2 mm thickness with low plasticizer amount welded with welding rod in complying color. It should be mechanical shock proof, scratch resistant, fire resistant, chemical resistant, slip resistant, electrical resistant with anti-fungal & anti-bacterial properties.
10.C	All joints must be welded by the heat fusion process with joint rod to get a seamless floor. It should be supplied by Vinyl flooring manufacturer.
10.D	Floor should be made up of smooth, non-slippery & impervious material; conductive enough to dissipate static electricity but not conductive enough to endanger personnel with electric shock.
10.E	It should be inert to body fluids, chemicals and disinfectants. Should not be affected by temperature variations within the OT.
10.F	The sheets should be highly durable with resistance to shock and indentation. It should be scratchproof also. The conductive material should be uniformly impregnated as grains.
10.G	The floor should efficiently discharge electric charges up to 2 kV.
10.H	Flooring installation should be done by skilled workers of accredited agencies authorized by the supplier of PVC sheets. The electrical resistance (point to ground) should be within 2.5×10^4 to 5×10^6 ohms. The floor should not allow buildup of electrical charge beyond 100volts due to antistatic effect. The corners should not be terminated sharply and concealed cove- former (aluminium) should be used overlap the wall panel to a height of approx.25mm and sealed perfectly and uniformly. Self-leveling compounds should be used for this purpose.
10.I	The conductive copper grid laid underneath the PVC sheet should be supported by liquid epoxy compounds allowed to set as a uniform and level surface. The copper strips to be made visible by grinding and no copper strip should project more than 0.5mm above level surface to avoid damage to the PVC sheet. One earthing lead should be brought out from every 150sq.ft area and attaching it to the main earthing strip/ground.
10.J	A copper strip/mesh should be layered under the tiles, with one earthing point for every 150sq.ft. of area.
10.K	Corners and edges of floor and walls finished with pre-welded skirting / coving stripe made of the same material as flooring material – matching, up to the height of 100mm. Corners should be uniformly curved.
10.L	Final surface should be non-corrosive to biological fluids and detergents.
10.M	No lacquering on the flooring material (PURE Vinyl).
10.N	Self-leveling compound of 3mm
10.N.1	Self-leveling compound: The hyper-fluid self-levelling product with prolonged work ability, extra rapid hardening, compensated shrinkage, suitable for high-resistant adjustment from 2 to 4mm of irregular non-planer substrates before laying homogenous tiles with very low TVOC emission and hypo-allergenic cements. The cement based adhesive with SAS Technology, reactive - epoxide and polyurethane two component products, dispersed in water solution and solvent.
11	High Quality Doors - As per BOQ
11.A	Doors hinged, double/ single-wing, automatic/manual, with glazing:

11.A.1	Doors should be manufactured of the highest quality stainless steel
11.A.2	Stainless steel (ISO 304) thickness 1 mm polished
11.A.3	Doors construction should properly fit with wall panels and should create a uniform system of the operating theater.
11.A.4	Doors should be made as sandwich-type – from two plates, the space between them should be filled with particle board or with so called honeycomb, glued to the plates. In installation places of hinges and locks, strengthening components must be used
11.A.5	Thickness of door wings should range in between 40 and 60mm.
11.A.6	Frames should be integrated into the panel system and should be prepared individually for each type of door, made of stainless steel 1.5 mm thick
11.A.7	Fixtures should be made of stainless steel and adapted to requirements – size and weight of door wings, shape of door handles prevents form hooking the aprons
11.A.8	Door should be Double-winged / Single-winged with automatic/manual wide-open door with square or with round viewer
11.A.9	Automatic equipment for door should be provided by reliable manufacturers
11.A.10	Automatic door operation of door should be realized through a wall board, elbow buttons or touch less buttons for operating room only and normal doors for sterile room.
11.A.11	Doors at the OT entry should be equipped with door viewers, windows used for room observation, X-ray shields made of 0.5-3mm thick lead plates.
11.B	Hermetic Sliding Door- as per BOQ
11.B.1	DOOR requirements
11.B.1.I	Doors should be single sliding door of 2.1 (H) X 1.8m (W) (Hermetically sealed doors).
11.B.1.II	Material: SS powder coated fixed to SS frame (same as the wall panels). Colour should match the interior case should be taken to make the leaf strong and light weight.
11.B.1.III	Door leaf Stainless steel sheets, with an extruded aluminium profile surround.
11.B.1.IV	Door leaf should have high quality synthetic rubber gasket with long life to ensure hermetic sealing (to maintain air pressure differential). Air tightness 99.99% at a pressure of 100KPa.
11.B.1.V	Rollers: stainless steel/extruded aluminium track to enable smooth and noiseless movement.
11.B.1.VI	Thickness: min.40 mm, max 60mm
11.B.1.VII	Internal and external finishing: 0.8 mm. stainless steel AISI 304
11.B.1.VIII	Insulation: High pressure injected PU foam 50 Kg/m ³ (Bayer) – free of CFC and HCFC. Thickness of 48mm or nearby.
11.B.1.IX	Floor: either side of the door should be perfectly level (maximum permissible difference +1mm)
11.B.1.X	Sealing: EPDM joint profile fixed onto aluminium profile to be hermetically sealed door.
11.B.1.XI	X ray protection as per AERB regulation (Lead equivalent at 100kV is 0.27mm)
11.B.1.XII	Certified hermeticity: Class 4 (EN 1.026; EN 12.207)
11.B.1.XIII	Class 5 (EN 12.247; EN 12.426)
11.B.1.XIV	IEE regulation and BS 7971 standardization.
11.C	Hardware
11.C.1	Door handles (both sides)
11.C.1.I	Material: SS (gloss finish), strong and sturdy, high quality cylindrical lock.
11.C.1.II	Track: stainless steel/extruded aluminum and the running surface for the top rollers should be suitably angled to reduce resistance to movement.
11.C.1.III	Controller: Touch less switch button on each side (2u.), Elbow/ Foot switch button on each side (2u.)
11.C.1.IV	Photocell safety device in the frame, Photocell position: 800 mm from floor level.
11.C.1.V	Earthing kit.

11.C.1.VI	Double glazed flush window (w x h 400x400 mm) composed by 2 laminated glasses with vacuum filled cavity between the two glasses automatic internal venetian blinds. Blinds can move (moveable/ hoistable) through pushbutton. Pushbuttons installed on door leaf, inside OT.
11.D	Automation
11.D.1	Opening and closing of the door should be microprocessor controlled electromechanical movement. Switches for opening and closing should be two, one of proximity type and the other of infrared type.
11.D.2	Smooth adjustment of opening and closing speed of door leaf.
11.D.3	Smooth adjustment of opening time of door leaf.
11.D.4	The mechanism should allow manual opening in case of power failure/ automatic mechanism.
11.D.5	Noise level should not exceed 60 db.
11.D.6	Starting time after receiving the signal should be adjustable between 0.5 to 20 seconds.
11.D.7	Speed of closing movement - 20-120mm/sec
11.D.8	Slow speed - 20-220 mm/sec
11.D.9	Opening speed - approx. equal to 800mm/sec
11.D.10	Closing speed - approx. equal to 500mm/sec
11.D.11	Power supply 230 VAC, 50/60 Hz.
11.D.12	Infrared barrier protection while opening the door at least 3 heights in the case of linear protection.
11.D.13	HALF OPENING option should be there for the sliding door when the IR switch is operated.
11.D.14	Motors: DC 24W, brushless motors with essential isolation from mains.
11.D.15	The complete door assembly should be CE or equivalent marked.
11.D.16	Test certificate for hermetic sealing with door frame (factory test certificate) should be enclosed with the pre dispatch documents to be forwarded.
12	Scrub Station – As per site conditions
12.A	Compact surgical scrub sink should be designed for use in OT complex providing for pre – OT scrub up. (Double/Triple sink combination with single/ double tap with betadine dispenser as per site conditions) - 10 sets
12.B	Each fixture should be fabricated from heavy gauge type 304 stainless steel and should be seamless welded construction, polished to a satin finish.
12.C	The scrub sink should be provided with a front access panel which should be easily removed for access to the water controlled valve, waste connections, stoppers and strainers.
12.D	Hands free operation should include infra-red sensors with built-in range of adjustment.
12.E	Thermostatic mixing, valve control should be located behind the access panel and maintain constant water temperature.
12.F	User defined setting of 1 to 3 should be available. This timing should be adjustable to meet individual application requirements.
12.G	Provided with infrared sensors, thermostatic control taps with fail safe temperature controls.
12.H	All units should have reduced anti- splash fronts.
12.I	Knee operated switch should be there.
13	Control Panel
13.A	Touch screen Control panel must be able to show temperature, humidity in the operating theater and must be able to be set on required temperature of air as well as light intensity. Also must show function of clock and stopwatch.
13.A.1	Digital clock:(hh:mm:ss)
13.A.2	Elapsed Clock: (hh:mm:ss) Start-stop-reset;

13.A.3	Anesthesia Clock: (hh:mm:ss) Start-stop-reset;
13.B	This should be a single panel or uniformly combined individual panels to suit the ambience.
13.C	The panel should accommodate all necessary controls for the correct operation and monitoring of the equipment and services within the operating room (OR):
13.D	The Digital clock and the elapsed time indicator: Both should have large LCD display for easy visibility from a distance. The digit height approximately: 60mm
13.E	The Medical gas alarm should indicate high and low gas pressures for each gas service present in the OR including vacuum. This should be supported by audible alarm also. The panel should have an alarm mute (fault annunciation) facility. The sensors (pressure switches) should be at the nearest isolation valve.
13.F	Control for general lighting: ON/OFF and dimming controls organized in groups to provide uniform illumination.
13.G	Control of the operating light major and satellite and camera control (on/off and intensity control) should be provided.
13.H	Hand free telephone set with memory should be located at one side.
13.I	Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel)
13.J	Digital room pressure indicator in cm of H ₂ O or equivalent (signal from pressure sensor)
13.K	HEPA filter bank differential pressure indicator desirable.
13.L	Music control with (MP3 or equivalent player) and selection facility- desirable. (either individual OR or through central music system for the complex from the control room)
13.M	Provision for Inbuilt recording of OT camera.
13.N	Should have provision for data processing.
13.O	Should interface with Isolated power supply systems to get the alarms/alerts.
14	Peripheral Lighting System
14.A	Minimum required IP protection is 65 and intensity of lighting in operating theater should be min. 1000 lux.
14.B	The index of color tone shades should be better than Ra=90.
14.C	Peripheral lights and clean room luminaries fitted in the CG frame should be 8 in numbers for each OR. High quality imported surface mounted and recessed luminaries should be with at least 3Nos of 54W fluorescent lamps (TS or equivalent). Instead LED lights of equivalent illumination should be provided.
14.D	Framed luminaries cover should be made of bacterial resistant, non-fading, disinfectant resistant laminated clear safety glass, laserable and semi specular. The reflectors should be so designed as to limit glare.
14.E	The deflectors should be of high quality, cleanable and non-deteriorating.
14.F	The white luminaries' body should be made of sheet steel/ perfectly powder coated with removable mechanical and electrical parts.
14.G	This should be with adjustable multilamp ballast with interface 1-10V, controllable from the panel. Should be suitable for extruded aluminium areas where infrared remote controls are in use.
14.H	Recess frames should be gas tight. The fitting should be flush with the ceiling and should be removable from top or bottom. The light fitting should be uniformly and esthetically distributed on the ceiling to provide uniform illumination in the OR. Light should not interfere when green mode endoscopy is performed
14.I	Control equipment for the general lighting and the light dimming should be provided in the theatre control panel
14.J	The driver should be accessed by removing the front panel below ceiling for maintenance
14.K	Light fittings should be installed into level with ceiling and will be covered by tempered glass and optical grid.
14.L	Color of visible parts of lighting fitting must be in accordance with color of ceiling cassettes
15	Pressure Relief Dampers
15.A	Pressure relief dampers should be provided in each room to prevent contamination of air from clean and dirty areas.

15.B	Suitably sized air pressure relief damper should be strategically placed, enabling differential room pressure to be maintained and ensure that when doors are opened between clean and dirty areas.
15.C	Counter- weight balancing system should be provided in the PRD to maintain positive pressure inside the operation room.
15.D	Air pressure stabilizers should have unique capability of controlling differential pressure to close tolerance. The PRD should remain closed at pressure below the set pressure and should open fully at a pressure only fractionally above the threshold pressure.
15.E	The body should be epoxy powder coated as per standard BS colors. High grade electrolyzed steel plate should be used for body and high grade SS304 stainless steel for blades.
16	Hatch Box (Optional)
16.A	A Hatch should be provided in each operation theater to remove waste materials from the operation theater to dirty linen area/corridor just adjacent to Operation Theater.
16.B	Each Hatch box should be equipped with two doors and the door should be operated electronically.
16.C	The Hatch should be designed in such a way that only one door should be opened at one time.
16.D	The UV light should be so installed that it is kept on while both the doors are closed. This UV light has to be automatically turned off in case of opening of either of the doors.
16.E	Indicators should be provided on both sides of the OT so that door open / close status can be monitored from both sides.
16.F	Should be as per ISO 14644.
17	Pendants
17.A	The bidder shall coordinate with the Medical gas vendor to install the Pendants.
18	Surgical Light Double Dome LED ceiling mounted with provision for 3rd arm for Neuro and with 3rd Dome for Cardiac
18.A	The double/triple dome operating light must be designed for the use in high demanding surgical procedures. State-of-the-art LED bulbs should be used to ensure a low energy consumption and a long service life.
18.B	Revolving outer handles at the light head should be provided to allow for non-sterile positioning.
18.C	Light head must be designed with smooth transitions and surfaces, without slots, gaps or exposed screwing to ensure fast and effective cleaning.
18.D	The light head with streamlined shape is favorable within laminar flow. The light head must be resistant to disinfectant.
18.E	For sterile positioning an ergonomic, exchangeable and centrally positioned sterile handle within the light head should be provided. The sterile handle should have adjustment control for light intensity and light field diameter for ease of control.
18.F	For visualization of the surgical procedure the light system should be ready to mount with a HD video camera system in future. HD camera should have wireless video transmission. and should be detachable from the light system
18.G	All main joints of surgical light must be provided with unlimited rotation (360°). Light head and suspension must be sealed dustproof.
18.H	All domes should have Illumination intensity of endo light - 3,000 lux
18.I	Bulbs life should be more than 50,000 hours.
18.1	Medical Display 26 SD/HD (Optional) -: Display and external PSU (90 - 264 VAC (50-60 Hz)). Technical Data: Native Resolution (H x W): 1280 x 1024. Inputs: DVI-I, VGA (D15), RGBS (4 BNC), S-video, Composite Video, SD Component Video (4 BNC).
18.1.I	Classification
18.1.II	Protection class acc. to IEC 60601-1 -
18.1.III	Multipurpose switching power supply - Protection class 1
18.1.IV	Light body - SELV
18.1.V	Arm system - IP41
18.1.VI	Light body - IP42

18.1.VII	Ventilation and air conditioning Part 4 - DIN 1946-4:2008-12	
18.1.VIII	Electrical installation - IEC60364-7-710/VDE0100-710	
18.1.IX	Product design - IEC60601-2-41/IEC60601-1	
18.1.X	Electromagnetic compatibility (EMC) - IEC 60601-1-2	
18.1.XI	Classification as per EC Directive 93/42/EEC Anhang IX - Class I	
18.1.XII	UMDNS-Code (Universal Medical Device Nomenclature System) - 12-347	
18.2	The surgical light should be complete with all components for ceiling mount and electrical feed-in, incl. finalized installation.	
18.3	Technical data for two main dome and satellite dome: - 1 each.	
18.3.I	Central illumination intensity main double dome	1,60,000 lux
18.3.II	Satellite for cardiac – 3 rd arm	1,10,000 lux
18.3.III	Light field diameter adjustable	220 mm to 290 mm
18.3.IV	Focusing	Mechanically
18.3.V	Depth of illumination L1+L2	1100 mm
18.3.VI	Active light emitting surface	4893 cm ²
18.3.VII	Average Color rendering index Ra	93
18.3.VIII	Color rendering index R9 (red)	94
18.3.IX	Color temperature, Variable Central illumination at 1m distance with:(3800, 4400, 5000, 5600)	
18.3.X	<i>Tube</i>	99%
18.3.XI	<i>one mask:</i>	70%
18.3.XII	<i>tube and one mask:</i>	70%
18.3.XIII	<i>two masks:</i>	50%
18.3.XIV	<i>tube and two masks:</i>	50%
18.3.XV	Total illumination intensity of a double light combination <1000 W/m ²	
18.3.XVI	Energy efficiency Ee -	540 W/m ²
18.3.XVII	Ee/Ec ratio -	3.4 m W/m ² x lux
18.3.XVIII	Photometric radiation equivalent -	280 lm/W
18.3.XIX	Adjusting the illumination intensity	36 % to 100 %
18.3.XX	Light-emitting surface	3866 cm ²
18.3.XXI	Bulb efficiency	60 lm/W
18.3.XXII	Total nominal power of all LED bulbs	108 W
18.3.XXIII	Max. power consumption per light	200VA
18.3.XXIV	Supply voltage	100-240V 50/60 Hz
18.3.XXV	Light head supply voltage	24V/DC
18.3.XXVI	Rotation Radius	360°
18.3.XXVII	Lifetime of light sources	min 50000 h
18.4	Technical data for HD Camera (OPTIONAL)	

18.4.I	Frame chip	1/3" CMOS sensor
18.4.II	Video transmission	Wireless
18.4.III	Image resolution	full HD, 1920 x 1080 pixel
18.4.IV	Image signal output receiver	HDMI / DVI or HD - SDI
18.4.V	Zoom	120-fold
18.4.VI	Lens length	3.4 mm / Tele 33.9 mm
18.4.VII	Signal-to-noise-ratio	50 dB
18.4.VIII	Auto shutter	1/2 to 1/10.000 seconds
18.4.IX	White balance	automatic / manual
18.4.X	Motorized image erector	> 360°, electromotive
18.4.XI	Still frame / freeze	digital
18.4.XII	Focus	automatic / manual
18.4.XIII	One-touch-autofocus	required
18.4.IVX	Iris (manual)	required
18.4.XV	Auto-iris	required
18.4.XVI	Intensifier	automatic / manual (-3 to 28 dB, 16 levels)
19	X RAY View Box – LED	
19.A	X- Ray viewer with option of vertical as well as horizontal covering must be flushed into operating theater wall. The dimming function should be provided.	
19.B	LED type flat panel X-ray viewing panel should be supplied.	
19.C	LED X- Ray viewer to provide flicker free luminance for the film viewing purpose with option of vertical as well as horizontal covering	
19.D	This should comply with relevant electrical safety codes.	
19.E	This should be a 3 panel viewing screen.	
19.F	Mounting should be flush with the wall to avoid dust accumulation and growth of organisms between wall and panel.	
19.G	Body should be of extruded aluminum powder coated black with bacteria and disinfectant resistant finish.	
19.H	The diffuser on the front panel should be a uniformly lit screen.	
19.I	Dimming electronic control should be enclosed at the bottom of the cabinet.	
19.J	Proper spring loaded film clip with rollers should be provided to hold the films firmly and to remove the film without scratches.	
19.K	Each panel should be able to illuminate films up to 14"x17" size. (Total 3 panels)	
20	Storage Unit (As per site conditions)	
20.A	The storage unit should be made with 1.50 mm thick stainless steel panels.	
20.B	It should be continuously ventilated by positive air in the room through ventilation holes provided at the bottom and top of opposite sides.	
20.C	The storage unit should be divided into 2 equal parts and each part should have individual glass doors with high quality locking system. Each part will be provided with glass racks.	
20.D	The overall size should be maximum possible as per site conditions.	
21	Digital Display Panel	
21.A	22" flat Medical Grade Monitor with computer to be fixed flush with the OT wall for PACS viewing.	

22	Operating List Board	
22.A	One operating list board should be provided in each operating theatre	
22.B	It should be made of ceramic having magnetic properties and should be flushed to the wall of the operating room.	
23	Operation Theatre Table (Optional):	
23.A	It should have weight bearing capacity of more than 350 KG	
23.B	It should have additional electromotive leg section / leg adjustment / back section adjustment in reverse mode for intra operative correction of position and an exact patient positioning.	
23.C	It should have modular table top with radiolucent property for Neuro surgery tables	
23.D	It should have special saf memory foam pads for decubitus prophylaxis and enhanced patient comfort; removable, washable, impermeable.	
23.E	It should have override system in case of failure of remote control.	
23.F	It should have multilevel telescopic height adjustment facilities.	
23.G	It should have ss plate at the bottom plates	
23.H	It should have excellent ground clearance for optimal foot access for surgeon and surgical team.	
23.I	It should have very high stability against traction and compression forces, especially neuro interventions.	
23.J	It should have easy mobility with 4 ball bearing castors with diameter of 125 mm, 2 of which antistatic, directional castors,	
23.K	Should have direct locking to the ground facility.	
23.L	Hand control should have activating key for inadvertent activation of table.	
23.M	Hand control should have "o" positioning and reverse positioning.	
23.N	Hand control should provide warning in case of non-working of locking mechanism	
23.O	Hand control should have menu navigation key for additional functions like kidney bridge, longitudinal shift etc.	
23.P	Longitudinal shift must be 300 mm on either side.	
23.Q	Overall table length should be 2240 mm	
23.R	Overall width of the table should be 600 mm	
23.S	Table height adjustment should be 620 mm / 1120 mm	
23.T	Electro hydraulic trendelenburg & reverse trendelenburg of 30deg.	
23.U	Lateral adjustment must be + 20deg	
23.V	Back section adjustment must be - 40deg. / + 80deg.	
23.W	Inclination of leg section 90deg	
23.X	Spread of leg section must be 70deg.	
23.Y	Inclination of head section - 45deg.0 / + 25deg.	
23.Z	Products offered must be medical grade and compliant with USFDA 510k cleared.	
23.1	General accessories for Neuro surgery, (with each Neuro table)	
23.1.I	Arm rest:	2 nos
23.1.II	Body restrain strap:	1 no.
23.1.III	Wristlet:	1 no.

23.1.IV	Anesthetic frame:	1 no
23.1.V	Infusion pole:	1 no.
23.1.VI	Radial setting clamp:	2 nos
23.1.VII	Universal adaptor	1 no.
23.1.VIII	Base unit:	1 no.
23.1.IX	Swivel adaptor:	1 no.
23.1.X	Skull clamp:	1 no.
23.1.XI	Cushion:	1 no.
23.1.XII	Horse shoe head rest w/ extn. Bar:	1 no.
23.1.XIII	Shoulder arthroscopy plate:	1 no.
23.1.XIV	Gel head rest for prone position:	1 no.
23.1.XV	Gel head ring:	1 no.
23.2	General accessories for cardiac surgery (with each cardiac table)	
23.2.I	Arm rest:	2 nos.
23.2.II	Body restrain strap:	1 no.
23.2.II	Wristlet:	1 no.
23.2.IV	Anesthetic frame:	1 no.
23.2.V	Infusion pole:	1 no
23.2.VI	Radial setting clamp:	2 nos.
23.2.VII	Cushion:	1 no.
23.2.VIII	Bracket for body support:	3 nos
23.2.IX	Shoulder / lateral support:	2 nos.
23.2.X	Back / buttock support:	2 nos.
23.2.XI	Pubis / rectum / sternum support:	1 no.
23.2.XII	Carbon plate:	1 no
23.2.XIII	Extension for carbon plate:	1 no.
23.2.XIV	Extension for side rail for carbon plate:	1 no.
23.2.XV	Attachment clamp:	2 nos.
24	Fire Extinguishers (Optional)	
24.A	Bidder should provide suitable firefighting mechanism as per international standards	
24.B	Bidder should provide suitable fire extinguishers.	
25	Intelligent Operation Theatre, (Optional)	
25.A	The Bidder should also quote the components for intelligent Operation Theatre, as per the following list: optional	
25.A.1	Integrated Audio, Video And Data Integration System To The Surgical Control Panel	
25.A.1.1	Audio system to hear soothing music and radio channels. It should be able to play pen drive, hand held device, mp3 player	

25.A.1.II	Video management and integration system to view, route and record the various video / image-based modalities such as Surgical light camera, room camera, Endoscope, Microscope, Navigation system etc from one centralized location. The no of video / image sources simultaneously connected, and the number and size of viewing monitors required in each OR would differ based on the type of OR and procedures performed therein.
25.A.1.III	Two-way Access to PACS / HIS of the hospital including accessing patient studies from PACS, saving DICOM images captured in the OR to the PACS, accessing patient records from HIS etc
25.B.1	Audio System:
25.B.2	Each OR must be equipped with ___ watt speakers either ceiling mounted or integrated with the OR integration system
25.C	Video Management & Integration System:
25.C.1	The system must allow convenient connection of any of the video / imaging modalities and once connected, allow routing of the images to a viewing monitor(s) inside the OR as well as recording of the connected signals as follows:
25.C.1.I	The system should receive the signal from different image sources like Surgical Robot, Endoscopy camera, In-Light camera, C-Arm, Patient Vital Signs, wall camera etc. It should support various native signal sources such as HDMI, Composite, S-Video, VGA, SDI/3G HD SDI and DVI-D video signals. The no of simultaneous connections may vary from OR to OR and may range from 1 to 4 at a time as per scope of supply for each OR
25.C.1.II	Each OR should be equipped with medical grade, DICOM preset monitors as per the scope of supply for each OR. Monitors may be placed on wall or on pendant as mentioned in scope of supply
25.C.1.III	The Main Communication Module shall allow the distribution of imaging sources to various target monitors in the OR. Audio/Video routing shall be possible via the screen, keyboard and mouse available at a control Station within the OR
25.C.1.IV	The system should be able to receive incoming signals from different image sources, in different colour space, video formats and aspect ratios (e.g. 4:3, 16:9, 16:10) and display them with accurate anatomical features, with correct and undistorted tone
25.C.1.V	System components shall not occupy any space in the ceiling supply unit and/or endoscopy tower
25.C.1.VI	System shall not disrupt OR. ergonomics by in-room rack deployment
25.C.1.VII	The platform should enable the hospital to record and archive Operating Theatre activities. The core of the platform should be capable to manage video information, store it with at least Full HD 1080p 60fps resolution for the finest details to be provided in the surgical process
25.C.1.VIII	It should be able to capture, videos and still pictures from video sources connected in the OR in patient context
25.C.1.IX	It should provide for Pre-recording of up to 1 min before recording is activated
25.C.1.X	Video recordings should support at least Full HD resolution (1080p) with selectable encoding format at least H.264 10Mbps
25.C.1.XI	Each Operating Theatre should be able to record simultaneously/ asynchronous one or two video sources and still images as per scope of supply for each OR
25.C.1.XII	Stores Data on internal Hard disk, network Storage or external USB drives
25.C.1.XIII	Resolution of still images should be 1920 x 1080
25.C.1.XIV	The system must be able to connect to any imaging modality on a vendor neutral manner
25.C.1.XV	The operating theatre specific storage capacity is at least one terabyte
25.C.1.XVI	The transfer of materials to the intermediate archive must be automated and it must not prevent the start of the recording of the next operation or the use of any other basic functions
25.C.1.XVII	IT must be possible to exporting recordings to external media such as CD or Pen drive
25.C.1.XVIII	Video recordings transferred to external media must be viewable with at least one accessible player, ex. Windows Media Player
25.C.1.XIX	The Tenderer must provide the still and video image recording formats as well as DICOM classes and metadata
25.C.1.XX	The system must allow the medical staff to mark recordings based on the operating theatre, user, data controller or modality
25.C.1.XX1	The system should automatically delete older studies when the setup time or

	disk capacity limits have been reached					
25.D	OR-wise scope of supply					
25.D.1	OR Type	No of ORs	No of simultaneous Imaging / video inputs	No, type and size of monitors	No of simultaneous recording channels	Whether streaming / video conferencing to be enabled
25.D.1.I	Major		4	1.in-Wall or on-wall mounted, 55" Full HD, Medical Grade with PIP and Quad view - 1 no 2. 22" monitor touch enabled for controlling the various functions of the system	2	Yes – Streaming & Video Conferencing
25.D.2	Specifications for monitors					
25.D.2.I	Wall mounted 55" display					
25.D.2.II	The medical grade display shall be mounted within the OR to allow the medical staff to visualize various imaging sources.					
25.D.2.III	The display should have the following minimum specifications:					
25.D.2.IV	Diagonal : 55"					
25.D.2.V	Resolution : 1920 x 1080					
25.D.2.VI	Brightness : 700 cd/m ²					
25.D.2.VII	Contrast Ratio : 1300:1					
25.D.2.VIII	Viewing angle : 178o					
25.D.2.IX	(H&V)					
25.D.2.X	Colours : 1070M					
25.D.2.XI	DICOM Preset : Yes					
25.D.2.XII	The device should feature:					
25.D.2.XIII	No visible cable routing					
25.D.2.XIV	Contained in-wall					
25.D.2.XV	Completely disinfect able, antimicrobial coated, medical silicone short- stroke keyboard with touchpad and mouse tray					
25.D.2.XVI	OR suitable optical silicone mouse with 5 Buttons and IP65 certification					
25.D.2.XVII	No air exchange from ventilation into the OR					
25.D.3	Audio / video transmission / sharing system from selected ORs to auditorium					
25.D.3.A	Streaming					
25.D.3.A.I	The platform should broadcast real-time video over local area network and Internet for teaching and consulting purposes (e.g. to auditoriums, classrooms and other hospitals).					

25.D.3.A.II	Video stream should be accessible in lightweight client software which should be available without administration rights on the station.
25.D.3.A.III	Only the operating theatre's medical staff will have the control to start, stop, select video signals to be shared.
25.D.3.A.IV	Live streaming will have a visual alert in the Operation Theatre, e.g. a red "On-Air" lamp or similar
25.D.3.A.V	The component should be part of the Communication Module and should accept Full HD Video and Audio signals
25.D.3.A.VI	The streaming should contain Full HD 1080p Video including Audio within the Local Area Network
25.D.3.A.VII	The Surgeon and his team should be able to transmit Video Signals via S-Video signals and audio signals via ISDN lines or IP service form the Operating to the Outside world.
25.D.3.A.VIII	The ISDN lines or IP service shall be provided by the hospital at a position suitable to the system requirements. The system should be able to transfer high quality real time images and audio signals from multipoint at a minimum speed of 2Mbps. The system should be compatible to both NTSC and PAL system with resolution up to XGA for transmission over the ISDN lines or IP Service.
25.D.3.A.IX	The conferencing system should be controlled via the touch screen of the integration system form within the sterile field and simultaneously from the Nurse Work Station (NWS) for routing of Routing of A/V signals and dialing of Number.
25.D.3.A.X	Suitable Number of Sets of Transmitters, Receivers and Cable Material should be offered as per the requirement
25.D.3.A.XI	It should have offsite videoconferencing: users in every room should be able to make out bound video conferencing calls anywhere using the codec connected to the network.
25.D.3.A.XII	Additional requirements:
25.D.3.A.XIII	The system should be capable routing following signals while assuring native signal.
25.D.3.A.XIV	1280x1024 High definition digital (DVI) signals.
25.D.3.A.XV	1024x768 High resolution signal
25.D.3.A.XVI	640x480SVHS (S-Video) signal
25.D.3.A.XVII	Software decoding
25.D.3.A.XVIII	Balanced and Unbalanced Audio
25.D.3.A.XIX	Resolution up to 1080p60
25.D.3.A.XX	Unicast streaming
25.D.3.A.XXI	LAN: 10/100/1000 MBit/s
25.D.4	Video Conferencing Cart – 1 No.
25.D.4.I	A portable video conferencing system must be provided which can be taken to any of the major ORs for conducting a two-way live video conference. The system should include in-built speakers, audio mixer, VC codec, and wireless lapel microphone for a surgeon, VC camera.
25.D.4.II	The system should be able to transfer high quality real time images and audio signals from the OR at a suitable data transfer speed. The system should be compatible with 1080p full HD resolution for transmission over the hospital provided ISDN lines or IP Service.
25.D.5	Wireless Lapel Microphone
25.D.5.I	The wireless Lapel Microphone for the surgeon in the OT should meet the following specifications
25.D.5.II	Super-cardioid condenser headset microphone should be easy to wear
25.D.5.III	Should have good pop protection
25.D.5.IV	Frequency response (microphone) 80-18000Hz
25.D.5.V	Presets12
25.D.5.VI	Microphone electret
25.D.5.VII	Sound pressure level (SPL) 150dB (SPL) max
25.D.5.VIII	THD, total harmonic distortion <0,9%
25.D.5.IX	AF sensitivity 1,6mV/Pa
25.D.5.X	Signal-to-noise ratio> 110 dB(A)
25.D.5.XI	RFfrequencyrange516-865MHz;
25.D.5.XII	RF output power 30 mW.
25.D.6.I	Digital Mixer Amplifier
25.D.6.II	The Digital Amplifier should meet the following specifications

25.D.6.III	Rated power of 2 X 120W@40hms;
25.D.6.IV	2 X 100W@70/100V;
25.D.6.V	3 or more input channels and 3 output channels
25.D.6.VI	THD <0.5%
25.D.6.VII	3 Mic/Line Input or input;
25.D.6.VIII	1PageInput
25.D.6.IX	1 Direct Input
25.D.7	General Terms &Condition:
25.D.7.I	Complete Supply, Installation testing and commissioning of Video & Image Integration system for Modular OTs 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.
25.D.7.II	Installation by qualified personnel
25.D.7.III	Customer training
25.D.7.IV	Service and Maintenance Agreement
25.D.7.V	All associated twisted pair/fibre 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.
25.D.8	Approvals: Preferred
25.D.8.I	Medical device Class I
25.D.8.II	CE Marking according to Directive 93/42/EEC
25.D.8.III	US FDA
25.D.9	Special Conditions
25.D.9.I	When multiple OT's are involved, the supplier should terminate the system in a common control room. In such cases the archiving/computer systems should be suitably shared between different OR's.
25.D.9.II	All the medical devices shall be CE 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 Approved. 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.
25.D.9.III	Bidder should clearly mention country of origin of each and every product quoted.
25.D.9. IV	Modular OT, OT light and OT table should be from the same OEM for better integration and compatibility.
25.D.10	General Requirements:
25.D.10.I	The equipment's and all accessories shall have CE mark with valid EU'S MDD certificate from
25.D.10.II	European Conformity (EC) notified bodies issued from European address or valid US FDA approval and documentary evidence to that effect shall be submitted.

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

1. Warranty:

- a) Five years Comprehensive Warranty and CAMC for another Five 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) and Turnkey Work (if required) 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 not be quoted separately.
- c) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of the Equipment and parts is 98% of 365/366 (Leap Year) days (24 hrs), if downtime more than 2% for the Equipment and parts, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.
- e) Equipment should be service supported with spares for a period 10years 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 10 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. Two additional end user training per year during the warranty period.

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 five 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 with a maximum 5% escalation from the previous year's CAMC charges every year.
- 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 the cost of the equipment (as per Proforma given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- 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 payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) During the CAMC period, desired Uptime of 98% of 365/366 (Leap Year) days (24 hrs), if downtime more than 2%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

5. Uptime &Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 98% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 98% of 365/366 (Leap Year) days (24 hrs), if downtime more than 2%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.
- c) In cases where the auxiliary units/ components attached to the main equipment undergo failure, and the main equipment provides uninterrupted services, there shall be separate down time calculation for the auxiliary units/ components. Penalty in such cases shall be at the rate of 0.1% of the annual maintenance contract charges per day.

SECTION – VIII**QUALIFICATION CRITERIA**

1. The bidder must be a manufacturer or their authorized dealers or agents/Indian subsidiaries/direct importers having a place of business in any state of India are eligible to participate in this tender. In case the manufacturer does not quote directly, they may authorize their authorized dealer/agent as per proforma of “Manufacturer Authorization Form” as given in the bidding document to quote and enter into a contractual obligation.
2. The bidder/manufacturer of the equipment offered should be in the business of the supply and installation at least equal number of same/similar equipment meeting major parameters of technical specification for the last SEVEN calendar years as detailed below.
3. (a) The manufacturer should have successfully completed similar works during the last SEVEN years ending previous day of the last date of submission of bids.
 - a. Three similar works each costing not less than 40% of the estimated cost put to the tender
OR
 - b. Two similar works each costing not less than 50% of the estimated cost put to the tender
OR
 - c. One similar work costing not less than 80% of the estimated cost put to the tender.

The completed installations mentioned by the manufacturer must be functional in Govt./Private institutions/Hospitals in India for the last SEVEN years and in support of this, the bidder shall furnish Performance statement in the enclosed Proforma ‘A’. The Bidder shall furnish Satisfactory Performance Certificate in respect of above and duly signed and stamped by the end user alongwith the bid.

(b) The bids quoted by the authorized dealer/agent of the manufacturer should have successfully completed similar works during the last SEVEN years ending previous day of the last date of submission of bids.

- a. Three similar works each costing not less than 40% of the estimated cost put to the tender
OR
- b. Two similar works each costing not less than 50% of the estimated cost put to the tender
OR
- c. One similar work costing not less than 80% of the estimated cost put to the tender.

The completed installations mentioned by the authorized dealer/agent must be functional in Govt./Private institutions/Hospitals in India for the last SEVEN years and in support of this, the bidder shall furnish Performance statement in the enclosed Proforma ‘A’. The Bidder shall furnish Satisfactory Performance Certificate in respect of above and duly signed and stamped by the end user alongwith the bid.

Additional Qualification Criteria for 3(a) & 3(b)

The manufacturer/ authorized dealer/agent of the manufacturer meeting the above criteria 3(a) or 3(b) should also have successfully completed similar work costing not less than the amount equal to 40% of

the estimated cost with some Central/State Government organization/Central Autonomous body/Central Public Sector Undertaking during the last SEVEN years ending previous day of the last date of submission of bids.

Similar works shall mean “Supply, Installation, Testing and Commissioning of Modular Operation Theatre ” as a single contract.

Estimated Value of contract : Rs 11.1Cr.

4. The bidder (manufacturer or their authorized agent) should have an average annual financial turnover of 30% of the estimated value of the equipment quoted during the last three years.
5. Bids of a firm/company that has been blacklisted/debarred by any other state/central Government organization at the time of submission of tender shall not be entertained. A Notarized Affidavit in this regard should be submitted on Rs 100/- stamp paper.
6. The bidder should submit the manufacturer’s production capacity, meeting the quality requirement and delivery schedule requirement of this tender document.
7. Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder’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 purchaser.
8. 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.

PROFORMA 'A'**PROFORMA FOR PERFORMANCE STATEMENT**
(For the period of last Three years)

NIB No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model no.) and quantity of ordered goods.	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 purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Signature of Bidder _____

Place: _____

Seal of the Bidder _____

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate duly self-attested by the bidder.

The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital or any other Institute of National importance or in Govt / Private Institutions / Hospitals in India for the specific model quoted.

SECTION – IX**BID FORM**

To
 The Director,
 Sree Chitra Tirunal Institute for Medical Sciences and Technology,
 Medical College P.O, Thiruvananthapuram – 695011, Kerala

Ref. Your TE 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. a.	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?			
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 270 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?			

Sl. No.	Activity	Yes/ No/ NA	Bid File Name and Page no.	Remarks
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.
2. It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
3. Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
4. In case a bidder 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 big or modify our offer during the period validity of the bid after the deadline for submission of such documents.

3. If I/We withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document PO, we will be suspended for a period of Three Years from the date of disqualification from being eligible to submit bids/proposals for contracts with SCTIMST, Trivandrum.

Signature of 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 Ninety 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 - A****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: _____

CONTRACT FORM – B**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE**
CONTRACT(CAMC)

Comprehensive Annual Maintenance Contract No. _____

Dated _____

Between

The Director, SCTIMST

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No _____ dated _____ for supply, installation & commissioning, Training and CAMC of goods & services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1 Items Sr. No./ RFX no.	2 Brief description of goods	3 Quantity (Nos.)	4 CAMC Cost for Each Unit year wise in Rs					5 GST Value in Rs (___ %)	6 Total CAMC Cost for 5 Years with GST (3) X[(4a+4b+4c+4d+4e) + (5)]
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 98% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/operational manual. The supplier shall visit consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC period.
- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.

- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.
- j) The terms and conditions of the tender document will also form part of this contract.

(Signature, name and designation of Competent Authority)

(Seal of the Purchaser)

Date: _____

Place: _____

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: _____

Note:- The contract will be prepared on Non-judicial Stamp paper(currently of value of Rs. 200/-).

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: _____

INTEGRITY PACT

Between

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY (SCTIMST)

hereafter referred to as "**The Principal**"

and

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

Preamble

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

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

Section 1-Commitments of the Principal

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

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

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

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

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

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

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

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.

sd/-
DIRECTOR, SCTIMST

BIDDER

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

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

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

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

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

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

Section 4 -Compensation for Damages

(1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the principal has terminated the contract according to Section 3, or of the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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 and performs his /her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.

(3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall rescue himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the DIRECTOR, SCTIMST within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the DIRECTOR, SCTIMST a substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, SCTIMST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section -9 -Pact Duration

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

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.

sd/-
DIRECTOR, SCTIMST

BIDDER

Section 10 -Other provisions

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

Sd/-
DIRECTOR, SCTIMST.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place

Date.....

Witness 1: _____
(Name & Address)

Witness 1: _____
(Name & Address)

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.
- III. "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.
- III. "Bidder from a country which shares a land border with India" for the purpose of this 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 a country; 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 who exercises 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 procedure 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.]"