



श्री चित्रा तिरुनाल आयुर्विज्ञान और प्रौद्योगिकी संस्थान, तिरुवनंतपुरम- 11, केरल  
Sree Chitra Tirunal Institute for Medical Sciences and Technology, Thiruvananthapuram - 11, Kerala  
(भारत सरकार के अधीन राष्ट्रीय महत्व संस्थान)  
(An Institute of National Importance under Government of India)  
टेलीफॉन नं./Telephone No. 0471-2443152 फाक्स/Fax 0471-24464332550728  
ई-मेल/E-mail :sct@sctimst.ac.in वेबसाइट/ Website : www.sctimst.ac.in

### E- TENDER NOTICE

Tender No. SCT/H/IMP-IND/P1/2023-24/02

Dated 17.06.2023

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

Sl. No.	Brief Description System	Quantity	Earnest Money Deposit
I	<b>Trans Oesophageal Echo Cardiograph System</b>	4 Nos.	17,40,000/-
Last date and time of submission of <b>Hardcopy of Techno-commercial Bid</b> with supporting documents ( <b>price bid has to be submitted online only</b> ). <i>The tender will stand rejected if the price bid is submitted along with hardcopy of techno-commercial bid</i>		<b>18/07/2023 up to 1.00 pm</b>	
<b>Date of tender Opening</b>		<b>19 /07/2023 at 2.30 pm</b>	
<b>Contact Person</b> : 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 / 425			

Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.sctimst.ac.in](http://www.sctimst.ac.in) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or [www.tenderwizard.com/SCTIMST](http://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](http://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 (Kerala Executive)
- Email : [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ambasa@etenderwizard.com](mailto:ambasa@etenderwizard.com)  
twhelpdesk908@gmail.com

All bids should be accompanied by **EMD** in the form of Account payee Demand Draft or Fixed Deposit Receipt or Insurance Suerty Bond or Bank Guarantee from any of the Commercial Banks in



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favour of The Director, SCTIMST payable at Thiruvananthapuram. However, in case of foreign bidder(s) bank Guarantee in equivalent Foreign Exchange amount from any of the scheduled commercial bank in India should be accompanied. EMD should have a validity of 45 days beyond the final bid validity period.

- **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category along with the Technical bid. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry of Department or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from submitting EMD. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**Independent External Monitors**

- Sri.Prahlad Kumar Sinha, IP & TAFS Rtd). Ph: 09423677066, Email:pekay66@gmail.com
- Dr.Ved Prakash, ITS (Rtd). Ph: 9810546996 Email: ved60prakash@gmail.com

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

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

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

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

**Important Note: Tenders not accompanied with EMD shall automatically stand rejected.**

Sd/-

DIRECTOR



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### TERMS & CONDITIONS

1. The tender(s) must be submitted as per the below terms and conditions and should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the tender(s) will not be considered. Further, tender(s) written in pencil will not be considered.
2. (a) The bidder should declare whether they are a manufacturer, accredited Agents, or sole representative (indicating the name of Principal) on the top of the Bid.  
(b) In case of agents quoting in offshore procurements, on behalf of their principal manufacturer(s), one agent cannot represent two manufacturers or quote on their behalf in particular tender. One manufacturer can authorize only one agent / dealer. Only one bid, either from principal manufacturer directly or through one Indian agent on his behalf or Indian / foreign agent on behalf of principal manufacturer shall be entertained.  
(c) Agency Commission, if any should be payable to Indian agent at the rate prescribed by the foreign tenderers as per quote.
3. All offers should be accompanied with detailed specifications, relevant documents as elaborated in Annexure 1 & 2.
4. Bids should be accompanied with illustrated catalogue, brand, model number, make, literature, write up where ever applicable.
5. In case the items coming under the provisions of Drugs & Cosmetics Act & Rules, the following should be submitted :
  - a) For imported items : Central Drugs Controller Certificate from Central Drugs Standard Control Organization, New Delhi.
  - b) For indigenously manufactured items : Certificate issued by State Drugs Controller
6. The documents to be furnished in both the bids are given in Annexure-2. Technical bid will be opened and evaluated first. Price bid of technically qualified bidders will be opened on prior intimation. The lowest responsive bidder (L1) will be arrived by taking into account the Total cost including the total CAMC charges quoted [ie. Cost of Main item + Probes + Standard Accessories + Total CAMC charges).. Negotiation will be conducted with the lowest qualified tenderer only, if required.
7. This Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
8. The prices quoted should be EX-WORKS/ FOB / CIF/CIP in foreign currency by Ocean Freight/Air Freight or FOR Trivandrum for delivery at our Institute in INR, if the tenderer prefers to quote in INR. (This clause is applicable as per the mode of quote). If the price quoted is CIF, break up of price for freight and insurance to be indicated separately. Rates quoted



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should not be revised till the supplies are completed and the rate shall be valid for 180 days from the date of opening of bid.

9. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP, Yen and etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods.
10. In case of no quotes against a particular item in the tender(s), this should be clearly mentioned along with reasons. The prices quoted should not be revised till the supplies are completed. The rates should be quoted in words and figures. In case of difference in quote(s) written in figure and words arise, the amount written in words will be treated as quoted rate. Rates quoted should be free delivery at destination including all charges otherwise the tender is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the tender, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of six months from the date of opening of the tender. GST applicable should be mentioned separately in support of HSN code. If no indication regarding GST is recorded in the tender the GST will be considered as included in the quote(s).
11. (i) If an Indian Agent is participating on behalf of a foreign manufacturer then the foreign principal's proforma invoice indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian agent shall be furnished.  
(ii) Copy of the agency agreement with the foreign manufacturer and the precise relationship between them and their mutual interest in the business.
12. The bidder should be a manufacturer or its authorized agent (an agent should submit Manufacturer Authorization as per prescribed format) to quote and enter into a contractual obligation. (Annexure-3)
13. The bidder should have successfully executed at least 02 (two) separate orders, of the similar equipment/goods meeting major parameters of technical specification, in last 05(five) years from the date of Tender Opening, in any Hospital in India.
14. The Bidder shall give an affidavit as under:

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

The manufacturer (bidder)/Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, along with the tender.



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15. The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Schedule.
16. Samples must be submitted wherever specified along with the tender. Samples must be carefully packed, sealed and labelled clearly with tender number, subject and sender's name for easy identification. Rejected samples will be returned at your cost if insisted.

17. **Other terms and conditions :**

- (a) **Warranty:** The equipment, accessories including third party items shall have warranty of minimum 3 years from the date of installation and successful commissioning of the system. The three year warranty sought for is OEM free warranty without any additional cost towards extended warranty to fulfill the tender condition. The charges, if any, claimed by the bidder towards warranty in this regard shall not be considered for calculating actual CMC/AMC value to be payable after warranty period. Where the total cost does not include such warranty charges, the bidder shall submit a declaration – “Certify that the equipment/accessories quoted in the bid is having OEM free warranty of three years and the total cost quoted in the bid does not include any warranty charges to fulfil the tender condition of three years warranty”. This declaration shall be furnished along with Technical bid. False declaration may lead to rejection of bid.
- (b) **Comprehensive Annual Maintenance Contract (CAMC) :** As per the Institute policy, the maximum permissible CAMC charges after warranty period will be 5% of the Total cost after excluding the items from Total cost for calculation of CAMC/AMC as given in Format A. The CAMC charges have to be quoted in INR (excluding GST) in Format B. Escalation of maximum 5% will be allowed after every three years of CAMC. The ‘Cost of the equipment for CAMC/AMC calculation’ shall not include additional warranty cost (if any), cost towards Installation, Commissioning and Testing (in addition to the original equipment cost of the OEM), cost of transportation including import customs duty in the case of fully finished imported goods quoted in INR, specific excluded items from CAMC/AMC as per the tender condition and also GST, if any, included in the Total cost. In respect of equipment quoted in foreign currency, the work orders for CAMC after warranty period will be issued by taking into account the exchange rate applicable on the Technical Bid opening date or the CAMC charges quoted in the bid whichever is less, which will be subject to the conditions specified in the Purchase Order and agreed by both the parties. The successful bidder shall enter into AMC/CAMC as chosen by SCTIMST, three months prior to the completion of warranty period. The CAMC/AMC will commence after the date of expiry of warranty period from the date specified in the work order issued specifying in the terms and conditions of AMC/CAMC and agreement, if any, executed in this regard, which will be treated as the first year of CAMC.



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- (c) **Annual Maintenance Contract (AMC) Labour:** As per the Institute policy, the maximum permissible AMC charges after warranty period will be 2.5% of the “cost of the equipment for AMC calculation” in INR value + Applicable GST. Escalation of maximum 5% will be allowed after every three years of AMC). Cost of the AMC on equipment quoted in foreign currency will be arrived after warranty period by taking into account the exchange rate applicable on the Technical Bid opening date or the AMC charges quoted in the bid whichever is less, which will be subject to the conditions specified in the Purchase Order and agreed by both the parties.
- (d) **List of essential spares:** If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price list should be attached along with the price bid list. (For consumables, optional accessories and list of spare parts)
- (e) **Installation and Commissioning:** Supplier should undertake installation, commissioning and demonstration at our facility free of charge
- (f) If the item involve software’s, tenderer should obtain software license in the name of “Director, SCTIMST” and the paper license / email license to be transferred to the name of Institute.
- (g) **The lowest responsive bidder (L1)** will be arrived by taking into account the Total cost including the total CAMC charges quoted [ie. Cost of Main item + Probes + Standard Accessories + Total CAMC charges). For the items quoted in foreign currency, the INR conversion rate applicable on the Technical bid opening date will be taken into account for evaluation and for arriving the L1.
18. For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 10 percent of purchase order value excluding GST against the item with warranty and without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalised /scheduled bank having a validity period of 60 days beyond the completion of all contractual obligations including warranty obligation of the supplier.
19. Selected bidder shall have to confirm the purchase order within seven days from the date of receipt of purchase order otherwise the purchase order will deemed to be accepted by vendor. In case the selected bidder notices any mistake in the contents of the order, he/they must bring the same to the notice of the Institute and seek clarifications. However, Selected bidder will have to bear the responsibility for failure to take this action.
20. All supplies are subject to inspection and approval before acceptance. Manufacturer/ supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. In case of non-acceptance, the materials should be taken back with in seven days of intimation with the risk of supplier and the rejected items should be replaced within ten days from the date of non-acceptance.



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21. The successful bidder shall furnish the agreement, if any, executed by them with the third parties for the proper maintenance of the third party items during the warranty and AMC/CAMC period.
22. Delivery period required for supplying the material should be invariably specified in the bid. The consignment should be delivered at Main Store, SCTIMST, Trivandrum between 9:00 AM to 4 PM during the working days.
23. Customs Duty, GST rate, packing , forwarding, transportation cost etc., if payable should be mentioned in the tender separately. Any exemptions on above may be mentioned.
24. This Institute reserves the right to modify the quantity specified in this tender.
25. Mode of payment should be indicated. The acceptable payment modes are following:
  - A. For foreign currency:**
    - (1) 70% against negotiation of documents through irrevocable Letter of Credit. 30% against successful installation and commissioning. (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @10% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the nationalised/scheduled bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty)
    - (2) Wire Transfer will be applicable only after the receipt of the items, Bank Guarantee and original documents such as Invoice, Certificate of Origin, Air Way Bill, Insurance etc.
  - B. For INR:**
    - (1) Electronic Transfer (NEFT) within 30 days of satisfactory installation and commissioning of system.
    - (3) Proforma invoice in triplicate should mention whether Ex-Works / FOB / CIP (Trivandrum), For CIP (Trivandrum) rates for Air freight & Ocean Freight should be separately indicated
    - (4) All bank charges outside India are levied to the beneficiary's account.
26. In the case of import purchase, following should be provided for negotiation of documents.
  1. Airway bill / Bill of Lading
  2. Certificate of country of Origin of the goods to be given by the seller OR a recognized Chamber of Commerce.
  3. Detailed Packing list
  4. Detailed Item wise original Invoice
  5. Insurance certificate
  6. Manufacturer's Guarantee and Inspection certificate.
  7. Inspection certificate by SGS/Lloyd/Bureau Veritas/TUV etc.
27. Copy of Technical / Service manual should be provided along with the equipment free of cost.



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28. Installation & commissioning and Training: Tenderer should undertake installation, commissioning and demonstration of equipment at our facility, free cost. Training also should be provided free of cost.

29. The delivery of the equipment should be completed within 150 days from the date of receipt of the Purchase Order. Installation should be completed within 30 days from the date of delivery.

30. **Penalty clause:**

(I) **Delay in Delivery:**

**Liquidated Damages:**

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

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

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

(II) **Performance (during Warranty period)**

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

- a) In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
- b) The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- c) In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.1





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percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.

d) The time spent on the repair work will be added to the warranty period of the equipment.

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

i) Uptime means 95 percent of total days in a year during which the equipment remains functional.

ii) Down time means any shortage in achieving the up-time

iii) Down time penalty will be levied as per following terms and condition:

a) In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.

b) In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxiliary unit from the service provider.

c) Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

31. **Recovery Clause:** All losses liquidated or otherwise due to the violation of terms and conditions of the purchase order or defective documentation will be to the supplier/agent's account.

32. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification in the compliance statement and misrepresentation of facts may attract blacklisting of tenderer.

33. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail Id and should keep it updated.

34. The bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions.

35. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned



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Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

As per the Public Procurement Policy for Micro and Small Enterprises (MSE) orders 2012, Purchase Preference will be given for MSEs quoting a price within the band L1 + 15 %.

*Note: "If the bidder is a MSE, it shall declare in the bid document and Udyam Registration Certificate should be furnished along with bid documents"*

36. **Purchase preference to Make In India products:** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier will be 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.
37. Restrictions under Rule 144 (xi) of GFR 2017 - 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 (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should furnish a declaration to this effect in APPENDIX-B.
38. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Trivandrum only.

Sd/-  
DIRECTOR



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**ANNEXURE-1**

ITEM CODE	ITEM NAME	QUANTITY
	Trans Oesophageal Echo Cardiograph System	4 Nos

**1. SYSTEM CONFIGURATION OF ADVANCED 3D/4D ECHOCARDIOGRAPHY SYSTEM SPECIFICATIONS FOR ANAESTHESIA & CARDIOLOGY  
DEPARTMENT LATEST HIGHEST END ECHOCARDIOGRAPHY SYSTEM**

A	It should be the latest standalone Echocardiography system/ platform/ make/ model/ edition/ or version, which is supplied to medical institutions in India, having latest hardwares, softwares and ultrasound probes.
B	Echocardiography system / platform/ make/ model/ edition/ or version should not have been launched in India more than 4 years earlier to the date of its delivery to SCTIMST
C	There should be provision for UPDATION of software's over a period of 10 years after purchase.
D	It should comply with Institute rules regarding purchase and maintenance.
E	Statutory certificate like PNDT should be arranged by the qualifying vendor

**2 MOBILITY**

A.	Standalone machine system should be supplied with height adjustable original cart with wheel locking and swivel facility for portability. The wheeled trolley should comply with international safety and electrical standards.
B.	The Echocardiography system and the wheeled trolley should belong to the same manufacturer.

**3.POWER SUPPLY**

A.	The power supply cable to the ultrasound system from electrical plug should be 2meters or more in length.
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**4.ULTRASOUND SYSTEM STORAGE CAPACITY**



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A.	Image storage facility should be on in-built <b>SSD hard disk</b> having storage capacity of 1TB or more.
	<p style="text-align: center;"><u>5. ECHOCARDIOGRAPHY PROBES</u></p> <p>System should be supplied with following echocardiography transducer probes, which have latest technology and compatibility with the system.</p>
1	All Echocardiography systems should have latest Adult 3D/4D/live 3D transesophageal echocardiography Matrix probe (8-3 MHz) or a wider range of lower and higher frequencies in MHz. The transducer should have single crystal technology or pure wave technology or a similar latest technology. Should have more than 2500 elements for excellent image quality. It should provide real-time simultaneous live biplane imaging. Must attach original technical data sheet of transducer to specify the number of crystals used in the transducer. One additional Adult 3D/4D/live 3D transesophageal echocardiography Matrix probe (8-3 MHz) to cardiac anaesthesia.
2	<p>Latest Adult 3D/4D/Live 3D transthoracic echocardiography Matrix probe 1-5 MHz <math>\pm</math> 0.5 MHz frequencies in MHz for adult cardiac imaging. The transducer should have single crystal technology or Pure Wave technology or a similar latest technology.</p> <ol style="list-style-type: none"><li>System should have 4 active in-built probe connecting ports.</li><li>All transducer probes must be original from the same manufacturer, and should fit into the probe ports without any intervening adaptors.</li><li>There should be provision to hold transthoracic probes on the trolley and store the TEE probes in appropriate carrier case.</li></ol>
3	The echocardiography systems should have the following probes with each equipment:
	<p>System A (for Department of Cardiology):</p> <ol style="list-style-type: none"><li>Adult 2D transthoracic Echo Doppler Transducer with frequency ranging from 1-5 MHz. This transducer should have either single crystal technology or pure wave technology for excellent image quality on difficult to image patients. Must have Tissue harmonic Imaging.</li><li>Pediatric transthoracic Echo Doppler Transducer with frequency ranging from 3-9 <math>\pm</math> 2 MHz.</li><li>Live 3D/4D transthoracic echo transducer for adult cardiac imaging frequency ranging from 1 – 5 MHz (<math>\pm</math> 0.5 MHz)</li><li>Latest Adult live 3D/4D/live 3D transesophageal echocardiography Matrix probe (8-3 MHz) or a wider range of lower and higher frequencies in MHz. The transducer should have single crystal technology or pure wave technology or a similar latest technology. Should have more than 2500 elements for excellent image quality. It should provide real-time simultaneous live</li></ol>



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	<p>biplane imaging. Must attach original technical data sheet of transducer to specify the number of crystals used in the transducer.</p> <p>e. Transesophageal transducer for pediatric (2D) transesophageal echocardiography</p> <p>f. Curvilinear convex probe for trans abdominal fetal echocardiography with frequency ranging from 2 – 7 (+/-1 MHz)</p> <p>g. Pediatric live 3D/4D transthoracic Echo Doppler Transducer with frequency ranging from 3-9 +/-2 MHz. Should be quoted as optional</p>
	<p>System B (for Department of Anaesthesiology):</p> <p>a. Live 3D/4D transthoracic echo transducer for adult cardiac imaging frequency ranging from 1 – 5 MHz (+/- 0.5 MHz)</p> <p>b. Latest Adult live 3D/4D/live 3D transesophageal echocardiography Matrix probe (8-3MHz) or a wider range of lower and higher frequencies in MHz. The transducer should have single crystal technology or pure wave technology or a similar latest technology. Should have more than 2500 elements for excellent image quality. It should provide real-time simultaneous live biplane imaging. Must attach original technical data sheet of transducer to specify the number of crystals used in the transducer.</p> <p>c. System should have 4 active in-built probe connecting ports.</p> <p>d. All transducer probes must be original from the same manufacturer, and should fit into the probe ports without any intervening adaptors.</p> <p>e. There should be provision to hold transthoracic probes on the trolley and store the TEE probes in appropriate carrier case.</p> <p>f. One laser color printer to be provided with the echocardiography machines in Cardiology for furnishing echocardiography reports and prints.</p>
	<p style="text-align: center;"><b><u>6.MONITORING SCREEN</u></b></p>
A	<p>The flat-panel screen size should be 21 inches or above. It should be a HDU or OLED touch screen, displaying high resolution and clear images.</p>
B	<p>There should be provision to adjust height, rotation and adjusting position of the screen with locking facility</p>
	<p style="text-align: center;"><b><u>7.KNOB CONTROLS</u></b></p>
A	<p>The control panel should be equipped with hard and soft keys for optimising image quality, acquisition and quantification.</p>
B	<p>Fingertip control touch screen user-interface</p>
	<p style="text-align: center;"><b><u>8.IMAGING MODES</u></b></p>



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1	<p>2D imaging modes: System must be offered with 2D echocardiography, M-mode, color M-mode, Color flow doppler, Color power Doppler, automated adjustment of color Doppler, pulse wave doppler, continuous wave doppler, pulse wave color tissue doppler imaging, Duplex mode, Triplex mode, microbubble contrast imaging for cardiac chamber opacification, tissue harmonic imaging, color comparison, automated optimization of gain and contrast.</p> <p>All above mentioned modes should be compatible with both transesophageal echocardiography and transthoracic echocardiography.</p>
2	<p>Real-time-3D/4D echocardiography imaging modes:</p> <p>Both TTE and TEE 3D/4D probe should have following modes: Biplane real-time imaging, single-beat and ECG-gated multi-beat acquisition of 3D/4D volumes and rendering, 3D/4D zoom and color full volume, single-beat high volume rate acquisition, live 3D/4D imaging in color Doppler system. Single-beat high volume rate acquisition should be possible. Rendering should be possible in multiple plane views, 3D/4D multi-slice planes.</p>
	<p style="text-align: center;"><b><u>9. QUANTIFICATION TOOLS IN 2D ECHOCARDIOGRAPHY</u></b></p>
	<p>The 2D analysis of data performed by the system should be available both in transthoracic and transesophageal echocardiography. Those analytical features, which are not loaded by default, should be entered in the system manually.</p> <ol style="list-style-type: none"><li>1. LV volumes and LVEF by length, area, volume methods, including for biplane method .</li><li>2. Prosthetic aortic and mitral valve peak velocity, mean gradient, DVI, acceleration time, EOA, AT/ET, MV pressure half time.</li><li>3. Valve stenosis and regurgitation</li><li>4. TAPSE, MAPSE</li><li>5. MPI or TEI index</li><li>6. dp/dt</li><li>7. LVOT cardiac output</li><li>8. LV mass</li><li>9. LVFAC</li></ol>



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10. PISA mitral valve
11. RVSP
12. Diastolic function
13. Angle measurement
14. Heart rate
15. LA size area
16. RA size area
17. Hepatic and pulmonary venous Doppler parameters.
18. Tissue Doppler parameters

#### **10. QUANTIFICATION TOOLS IN 3D/ 4D ECHOCARDIOGRAPHY**

Following quantification tools should be provided, which will be compatible with 3D/4D transesophageal echocardiography. The optional Quantification tools, which are not compatible with transesophageal echocardiography, but are compatible only with transthoracic echocardiography should be specified.

- 1) Latest version of the built-in original vendor-licensed software for 3D/4D acquisition, processing and rendering of data. Two such softwares should be installed; one in the echocardiography system and another in a portable laptop.
- 2) Real-time virtual cropping of 3D/4D dataset in 3 orthogonal planes and free plane, with provision of automated selectively cropping the ROI, single click gain, compression/dynamic range settings.
- 3) 3D/4D left ventricular quantification using Voxel count or similar algorithms, including segmental time-volume curves, automated endocardial border tracing with provision for manual override, Left ventricular volumes and ejection fraction, bull's eye/ volume mesh rendering of time-volume curves, multi-slice view of LV, 17-segment bull's eye/ global mesh parametric imaging or similar features.
- 4) 2DLV Segmental and global longitudinal strain quantification using speckle tracking method and valve annular movement tracking or tissue tracking should be provided..
- 5) Mitral valve 3D/4D volume acquisition and rendering to generate dynamic model of mitral valve with latest quantification tool.
- 6) 3D/4D software for measurements of dimensions, area and volumes
- 7) Quantification tool for automated quick measurement of LVEF by border tracing method



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	<p>8) Quantification tool for illumination of mitral valve and other tissues using 3D/4D rendering. It should be compatible with transesophageal echocardiography.</p> <p>9) Quantification tool for automated quick quantification of 2D LV longitudinal strain, LA strain and RV strain</p> <p>10) Quantification tool for automated 3D/4D measurements of left atrial volume, left ventricular volumes and mass in full cardiac cycles with moving contours of cardiac chambers.</p> <p>11) Quantification tool dedicated to 3D/4D right ventricular quantification.</p> <p>12) Quantification tool for quick automatic 3D/4D data processing for mitral valve to analyze anatomy and dynamics during systole.</p> <p>13) Fast and easy quantification of LA strain using 2D speckle tracking to measure LA reservoir function, conduit function and contractile function.</p>
<b><u>11.ARTIFICIAL INTELLIGENCE-ENABLED FEATURES</u></b>	
A	AI-enabled or Machine learning process-enables automated Doppler quantification in TEE; automated mitral valve quantification in TEE; 2D quantification of left ventricle in TEE.
<b><u>12.IMAGE PROCESSING AND TRANSFER</u></b>	
A	Exported images and videos should be transferable in DICOM, AVi, JPEG/ MPEG or other common formats through at least two USB-3 ports.
B	System should have facility to transfer images to an integrated DVD writer, pendrives without any interfacing.
C	Direct writing capability to mass storage devices such as pen drive and external harddisk, which are PC and MAC compatible.
<b><u>13.CONNECTIVITY</u></b>	
A	There should be provision for connectivity through Ethernet port, WIFI/ DVI D, HDMI / Display port Laptop for installing licensed vendor





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**14.LAPTOP FOR INSTALLING LICENSED VENDOR-SPECIFIC ORIGINAL 3D/4D PROCESSING SOFTWARE**

A laptop should be provided with following specifications:

A	It should be from a branded manufacturer with at least 512 GBSSD hard disk
B	Intel core I & 8th generation or higher processor, 16 GB or more RAM, flat panel 14 inches or larger screen, 2 or more USB-3 ports, image and graphic softwares, latest original version of Microsoft office home/student one time purchase and original windows 10 or higher, carry bag (original company made preferable), 3-year extended warranty.
C	The latest licensed software installed in echocardiography and laptop should have following minimum features: Processing of 3D/4D dataset; color 3D/4D; 2D strain quantification.
D	AI-enabled or Machine learning process-enabled and TEE imaging compatible automated Doppler quantification, automated mitral valve quantification and automated quantification of left ventricle should be provided in the laptop for offline use. The laptop softwares should be same as that loaded in the echocardiography system. Suitable antivirus for the system to be provided for us as multiple insertions of USB have the potential to harm the hard disk.

**15.ACCESSORIES :**

1	ECG cable: 3-lead ECG cable (2units with each system)
2	Tray/Tub for sterilizing 3D/4D TEE probes using antimicrobial solutions: 1 with each system
3	Slave/ connecting cable to connect between hemodynamic monitor and Echocardiography system (2 units with each system)
4	TEE probe tip protector: 5 units with each system
5	Bite guard adult and Bite guard pediatric: 5 units with each system.

**16. BIDDERS SHOULD ALSO MEET THE FOLLOWING PARAMETERS WITH REGARD TO DICOM/HL7/IHE REQUIREMENTS**

1	The modality must be DICOM (Digital Imaging in Communications and Medicine) compliant, provide at a minimum Level 2 conformance, and be able to function with other DICOM compliant modalities and systems within SCTIMST.
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2	The intent is to provide maximum automation for the institution utilizing DICOM standards. This includes specifically the institutions PACS (Picture Archiving and Communications System), and any other DICOM equipment specified in the bid.
3	Functionality at a minimum includes DICOM Storage Service Class User (SCU) and DICOM Verification Service Class User and Provider (SCU and SCP) capability. These classes should be current and appropriate for the modality, and if requirements specify connection to an older system, should include any potential 'retired' SOP (Service Object Pairs) the older modality may require. If the modality does not yet have the capabilities below, they must be installed at no additional charge within one year from purchase. These items must be clearly stated in the bid submissions, along with projected time frames for implementation.
4	The modality must be able to perform DICOM Modality Work List Information Model Find functions so that patient orders can be selected from a worklist provided by PACS/RIS (Radiology Information System), rather than requiring manual entry by the technologist. The worklists will be provided MWL License pack.
5	The modality must be able to perform DICOM Modality Performed Procedure Step functions, so that exam progress status can be automatically sent back to PACS/RIS, and DICOM Storage Commitment.
6	The modality must be able to perform DICOM Query/Retrieve functions as a Service Class User for all appropriate image sets to allow for retrieval of prior studies for comparison at the modality.
7	The modality must be able to perform DICOM Print as a Service Class User for all appropriate image sets, and must work with SCTIMST DICOM Print servers.
8	SCTIMST currently has GE's PACS (Centricity 6.0 Sp 10) and RIS system (Centricity RIS 6.0 Sp 10.3), It is the vendor's responsibility to ensure that images can be stored, retrieved and properly displayed from PACS, and that all requested DICOM/HL7/IHE functions work with the appropriate SCTIMST systems. This includes any additional licenses, fees and service required to connect the modality and to provide the functionality. MPPS SOP class must be implemented by the vendor. If this connection does not work due to the vendor's product not properly implementing the DICOM standard, it must be fixed. It is the intention of this bidder to ensure a complete installation, and that there will not be any 'gaps' left to SCTIMST to pay for outside of the bid to make the systems work as intended.
9	Once the modality is installed, the vendor will work with SCTIMST to provide validation testing before production use to ensure proper exchange of intended information.
10	The vendor must be a participant in the IHE (Integrating the Healthcare Enterprise) initiative. A current IHE Integration Statement must be provided prior to the bid. It is SCTIMST intent to utilize IHE principles to support the integration of systems in the healthcare enterprise. The vendor must be working in the same direction in order to be considered for this bid. There are currently a number of Integration Profile specifications, with varied degree of support from Vendors. Ultimately, all Integration Profiles should be a standard part of a Vendors offer. The specific profiles are listed below, and are required if applicable to the system being bid. If the Vendor does not currently support applicable profiles, they must be made available upon Vendor implementation at no extra charge to SCTIMST. The vendor must provide User Authentication/Access Control at the device, as well as node authentication and exportable



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	<p>audit logs in the IHE Audit Trail and Node Authentication (ATNA) format. There must be an ability to synchronize the clock on the device with a central clock specified by SCTIMST.</p> <ol style="list-style-type: none"><li>Patient Information Reconciliation (PIR)</li><li>Scheduled Workflow (SWF)</li><li>Presentation of Grouped Procedures (PGP)</li><li>Post Processing Workflow (PWF)</li><li>Reporting Workflow (RPW)</li><li>Charge Posting (CP)</li><li>Consistent Presentation of Images (CPI)</li><li>Evidence Documents (ED)</li><li>Key Image Notes (KIN)</li><li>Simple Image and Numeric Reports (SINR)</li><li>Access to Radiology Information (ARI)</li><li>Portable Data for Imaging (PDI)</li><li>Import Reconciliation Workflow (IRWF)</li><li>Audit Trail and Node Authentication (ATNA)</li><li>Nuclear Medicine Image (NMI)</li><li>Mammography Image (MMI)</li><li>Image Fusion (IF)</li><li>Teaching File and Clinical Trial Export (TCT)</li><li>Cross Enterprise Document Sharing for Imaging</li></ol>
11	<p>If the modality provides storage to removable devices (DVD or MOD), this storage must comply with the DICOM Part 10 Media Interchange standards and the IHE Portable Data for Imaging (PDI) profile. To insure compliance with SCTIMST HIPAA policy, the storage mechanism must at least have the option to remove Identifiable Healthcare Information from the image sets that will be transferred via this mechanism, and all creation functions must be logged according to the IHE ATNA profile.</p>



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#### **17. SOFTWARE PATCHES**

The vendor must provide critical (security or operational) patches on a timely basis, including the process of FDA approval. If the system is affected by an attack on an unpatched (one that has a patch available for it but has not been installed pending approval by the vendor) security hole, it is the vendors responsibility to bring the system back to a functional state within the emergency response time specified under service.

#### **18.NETWORK REQUIREMENTS**

Network connections should be located within 15 feet of the console. The bid system should support 1000mbps (1000BaseT) network speeds. 1000mbps network speed is preferred, particularly for modalities that create large data sets, such as multi-slice CT. The SCTIMST PACS network shall be segmented from the rest of the hospital network, and utilize category 6a cables for all installations. Network jacks must be 8 pin modular (RJ45). The system should be connected to the network via patch cord connection to the facility infrastructure. SCTIMST will provide AE Titles, IP address, default router IP address, and subnet mask for each system installed.

#### **19.HARDWARE AND OPERATING SYSTEM REQUIREMENTS**

All computer hardware and operating systems must be current versions. For Windows at this time that would be Windows 10/11 Professional or Server editions 2019 or above. If a vendor is currently utilizing an older operating system, the system must be upgraded within a year to the current version of the operating system.



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## ANNEXURE - 2

### TECHNICAL BID

#### A. Online Technical Bid

Online Technical Bid consists of the following:

Scanned copy of EMD receipt

Copy of GST Registration Certificate.

Copy of PAN Card

Clear specification matching as given in the tender document

Product No/catalogue No. (Catalogue in original to be attached)

Model No.

Valid authorization from the manufacturer, if bid is submitted by the agent and distributors (as per enclosed format)

Technical features

How old is this technology & when is going to be discontinued

When is the upgraded/Updated version likely to come

Additional features very particulate to the system.

If workstation or PC is quoted, its full configuration, brand, model No. etc.

Period of warranty and Declaration as given in 17 (a) of tender document.

AMC coverage items

Comprehensive (Spares & Labour)

Labour alone

History of service and maintenance support in the Institute.

1. List of Installations in public sector/private sector with contact person : Name, Designation & Telephone No.
2. List of essential spares
3. Statutory certificate like PNDT should be arranged by the qualifying vendor
4. Documents, if clause no:37 in the tender is applicable (Copy of Registration Certificate & Product List)
5. Filled Check list & Compliance Statement in the excel format provided in e-tender portal.

#### **B. Hard Copy of Technical Bid & Original EMD**

The hard copy of the Technical Bid as specified above with the original EMD in the form of Account payee Demand Draft or Fixed Deposit Receipt or Insurance Suerty Bond or Bank Guarantee from any of the Commercial Banks in favor of The Director, SCTIMST payable at Thiruvananthapuram, Fixed Deposit Receipt of Bank Guarantee receipt should be addressed to the Director, SCTIMST, Medical College P.O, Thiruvananthapuram - 695 011, Kerala in the sealed envelope super scribed as "Technical Bid" , "Tender No.", "Item Name" and "Due Date". The sentence "NOT TO BE OPENED BEFORE due date and tender opening time" is also to be printed on this envelope. The hard copy can be sent by post/courier to AMCHSS, SCTIMST, Medical College



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Campus, Thiruvananthapuram or the same shall be submitted by the bidder by hand to Inward Section, 4th Floor, AMCHSS, SCTIMST, Thiruvananthapuram.

### **C. Price Bid**

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



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### ANNEXURE-3

#### MANUFACTURER'S AUTHORISATION FORM

The Director,  
Sree Chitra Tirunal Institute For Medical Sciences and Technology,  
Medical College P.O,  
Thiruvananthapuram-695 011.

Dear Sir/Madam,

Ref: Tender. No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the bid) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender 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 also hereby extend our full warranty (3 years), CAMC as applicable as per terms and conditions of the bid , for supply by the above firm against this bid 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.

Yours faithfully,

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

Note:

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



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APPENDIX - A

**INTEGRITY PACT**

Between

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

and

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

**Preamble**

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

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

**Section 1-Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe and to observe the following principles :-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand ,take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular ,before and during the tender process, provide to all Bidders(s) the same information and will not provide to any 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.





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DIRECTOR, SCTIMST

BIDDER

- a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by Bidder(s) /Contractor(s). Further all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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



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sd/-  
DIRECTOR, SCTIMST

BIDDER

#### **Section 4 -Compensation for Damages**

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

#### **Section 5 - previous Transgression**

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

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

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

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

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

#### **Section 8 - Independent External Monitor**



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

sd/-

DIRECTOR, SCTIMST

BIDDER

(2) The Monitor is not subject to instructions by the representatives of the parties as he/she 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



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

sd/-

DIRECTOR, SCTIMST

BIDDER

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR,SCTIMST.

**Section 10 -Other provisions**

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

Sd/-

DIRECTOR, SCTIMST.

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

(For & On behalf of  
(Office Seal)

Place .....

Date.....

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_



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APPENDIX - B

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 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



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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)



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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.]"*