



KERALA MEDICAL SERVICES CORPORATION  
LIMITED  
(Dept. of Health & Family Welfare, Govt. of Kerala)  
Thycaud P.O, Thiruvananthapuram, Kerala - 695 014

TENDER DOCUMENT  
for the  
CAMC of

**Air Conditioners**

**at Various DDWH's**

(TENDER No:- KMSCL/Projects/ET/02/2024)

*For details;*

[www.etenders.kerala.gov.in/](http://www.etenders.kerala.gov.in/) [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in)

E-mail: [elec.kmscl@kerala.gov.in](mailto:elec.kmscl@kerala.gov.in)



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## KERALA MEDICAL SERVICES CORPORATION LTD

(Department of Health & Family Welfare, Govt. of Kerala)

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Projects Division

No. KMSCL/Projects/1094/2016

[www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in)

Dated: 24.10.2024

### NOTICE INVITING TENDER

Tender No: KMSCL/Projects/ET/02/2024

KMSCL invites e-tender from reputed, experienced, and eligible contractors/firms for the Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioning (AC) Units installed at various KMSCL DDWH's for the following work.

1	Name of work	Comprehensive Annual Maintenance Contract of Bluestar Split AC units at various KMSCL DDWH's
2	Probable amount of contract	Rs. 2,80,000/-
3	Earnest Money Deposit	Rs. 7000/-
4	Tender Fee	Rs. 560/-(Exclusive of 18% GST)
5	CAMC Period	1 Year

KMSCL invites e-tender for the Comprehensive Annual Maintenance Contract of Bluestar Split AC Units installed at various DDWHs throughout Kerala from Experienced and authorized service providers. Only those bidders having valid license and certificates in Manufacturing/Service of AC Units can participate in the tender.

Tender document and tender schedule may be downloaded from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) / [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in). Late submission of bids will not be accepted.

Sd/-  
MANAGING DIRECTOR

SECTION I  
INTRODUCTION

- 1.1. The Kerala Medical Services Corporation Limited - KMSCL (Tender Inviting Authority) is a fully owned Government of Kerala company set up in 2007 for providing services to the various health care institutions under the Department of Family Welfare and Health. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs and items for all health care institutions (hereinafter referred to as user institutions) under the department. The corporation has also been entrusted with the setting up and running of all kinds of modern Medical and Paramedical or medical based ancillary facilities such as hospitals, pathological labs, Diagnostic Centres, x-ray/scanning facilities.
- 1.2. KMSCL has installed Split AC UNITS at various District Drug Warehouses located throughout the state. This tender to provide Comprehensive Annual Maintenance contract for this units .
- 1.3. In this tender is e-tender and online bid is only possible. Lowest price is not the sole criteria for selection. The two bid system, which is followed, has been designed to eliminate those which do not match the technical specifications/Qualifications or not having the proven experience and to eliminate firms that do not have the financial or technical capability to provide the AMC.
- 1.4. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round.

Looking forward for a long standing relation with you.

Best wishes,

Sd/-

Managing Director, KMSCL

&

Tender Inviting Authority

Date: 24.10.2024

## SECTION II

### SCOPE & DESCRIPTION OF CONTRACT

#### 2.1 General Definitions

- 2.1.1 *Government* means Government of Kerala, represented by the Secretary to Health & Family Welfare, who is also the Chairman of the Board of Directors of KMSCL.
- 2.1.2 *Purchase Committee* is a sub Committee of the Board of Directors authorized under Resolution No 1 /2010 to decide on the purchase of the drugs and items procured by the Kerala Medical Services Corporation Ltd
- 2.1.3 *Tender Inviting Authority* is the Managing Director of the KMSCL, who on behalf of the User Institution/Government or the funding agencies calls and finalize tenders and ensure supply, installation and after sales service of the items procured under the tender document.
- 2.1.4 *Blacklisting/debarring* - the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

#### 2.2 Scope

- 2.2.1 The tender is invited for the Comprehensive Annual Maintenance Contract of 50 Nos. Bluestar split AC units installed at various DDWH's throughout the state. The CAMC will be purely plain labour contract on which the periodic preventive maintenance and attending breakdown shall be arranged through the successive tenderer (Manufacturers /authorized dealers/ authorized Service Providers/Indian subsidiaries/direct importers having a place of business in Kerala and experience in relevant field, having Service team/Service centre's throughout the state not less than 5 years). During the period of AMC. In short,

the AMC is a CMC with provisions for payment of cost of spare parts during the period of contract by the Tender Inviting Authority or User Institution as the case may be, the details of which are mentioned in Section IV. The tenderer can withdraw at any point of time, after the minimum price firmness period of 120 days, but not after accepting the Letter of Intent or entering into agreement with KMSCL or without giving a one month prior notice.

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### SECTION III TENDER SCHEDULE

#### 3.1. Tender Details

1	Name of work	Comprehensive Annual Maintenance Contract of Bluestar Split AC units installed at various DDWH's
2	Probable amount of contract	Rs. 2,80,000/-
3	Earnest Money Deposit	Rs. 7000/-
4	Tender Fee	Rs. 560/-(Exclusive of 18% GST)
5	AMC Period	1 Year
6	Performance Security	5% of work order(Excl GST)
7	Date of release of tender	25/10/2024
9	Online tender submission start date	11.00 AM 26/10/2024.
10	Prebid meeting	07/11/2024
11	Online tender submission end date	5.00PM 12/11/2024.
12	Date and time of opening Technical Bid	13/11/2024.

	Date and time of opening Price Bid	Informed after Technical Bid
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**SECTION IV**  
**Details of Items Tendered**

**4.1 Item Tendered:**

Sl. No	Description	Tender No	Period	Total Qty	PAC
1.	CAMC of Split AC units at various DDWH's	KMSCL/Projects/ET02/2024	1 year	50 Nos	2,80,000

**4.2 Technical specifications:**

The detailed technical specifications and other quality parameters of the above item is contained in Appendix I

**4.3 Schedule of Requirements**

The schedule of requirements showing the number of items in every location and the details of the locations are mentioned in Appendix I

**SECTION V**  
**SPECIFIC CONDITIONS OF CONTRACT**

**5.1 Time Limits prescribed**

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1.	<i>AMC agreement Execution</i>	<i>Within 1 week from date of issuance of Work Order</i>
5.1.2	<i>Payments</i>	<i>Total contract amount In 4 installements released in every 3 months on basis of service reports.</i>
5.1.3	<i>Time for making payments by Tender Inviting Authority/ issuer of the supply order</i>	<i>Within 15 days from the date of submission of proper documents</i>
5.1.4	<i>Penalty for every late attend</i>	<i>0.5%of the contract value per day will be leaved for every late attend beyond 24 hours subject to a maximum of 10% per unit</i>

\* *Installment = Total Quoted/Contract Amount*

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**5.2 Pre-qualification of tenderers:**

- 5.2.1 Manufacturers /authorized dealers/ authorized Service Providers/Indian subsidiaries/direct importers having a place of business in Kerala and experience in relevant field, having Service team/Service centre's throughout the state not less than 5 year experience in similar contracts are eligible to participate in this tender.
- 5.2.2 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted/debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.
- 5.2.3 Firm/company who has withdrawn after participating in any of the previous tenders of KMSCL are not eligible to participate in this tender.

**5.3 Specific Conditions:**

- 5.3.1 Bidders are requested to visit the locations before quoting the tender

- 5.3.2 The work order will be issued by KMSCL. Invoice shall be raised in the name of the authority issuing work order.
- 5.3.3 The routine preventive maintenance shall be carried out in the locations mentioned in the work order and the service reports shall be signed by the concerned authority with proper seal and designation of that office.
- 5.3.4 The duly certified invoices shall be submitted in KMSCL head office for making the payment.
- 5.3.5 The bidder shall provide all their banking details for NEFT / RTGS mode of payment.
- 5.3.6 During the performance of the service outlined herein, the service provider must procure, maintain, and adhere to statutory insurance and safety precautions for all engaged personnel.
- 5.3.7 Sample price bid evaluation shown in Appendix II.

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## SECTION VI

### GENERAL CONDITIONS OF CONTRACT

#### 6.1 Tender Document:

6.1.1 The detailed technical specifications and terms and conditions governing the supply and installation of the items tendered are contained in this “Tender Document”.

6.1.2 The tender document is to be downloaded from website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) /[www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in) .Tenderer shall submit Tender Document cost as demand draft in favour of Managing Director, Kerala Medical Services Corporation Limited, payable at Thiruvananthapuram & non-submission of sufficient Tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

#### 6.2 Responsibility of verification of contents of tender document:

6.2.1 The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the ‘Tender Document’.

6.2.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer’s risk and may result in the rejection of the bids, without any further notice.

#### 6.3 Period of Validity of Tender

6.3.1 The tender must remain valid for minimum 120 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.3.2 The successful tenderer upon entering into a running contract can withdraw from the contract by giving one month prior notice after 120 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.3.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

## **SECTION VII**

### **Part B- INSTRUCTIONS TO THE BIDDERS**

#### **7.0 Tender Document:**

The detailed technical specifications and terms and conditions for CAMC of Split AC units at various DDWH's of KMSCL in this "Tender Document".

The tender document is to be downloaded from website **www.etender.kerala.gov.in**. Tenderer shall submit Tender Document cost online in the e-tender portal & non- submission of sufficient Tender document cost as mentioned in Section II shall be one of the primary reasons for rejection of the offer in the first round.

The online documents shall be submitted through the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Tenderers has to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu 'downloads'

The general guidelines on e-tender process is as below;

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484- 2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email:[etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com)for assistance in this regard.

The online tender process comprises the stages viz. downloading the tender document, prebid meeting(as applicable to each tender), bid submission( technical cover and financial cover), opening of technical bid opening and bidder short listing and opening financial bids.

The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank

16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoViththal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e- Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks\*** will be shown. Here, Bidder may proceed as per below:

- a) **SBI Account Holders** shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not getsubmitted online and the same shall not be available for viewing/ opening during bid opening process.

#### **7.1 Responsibility of verification of contents of tender document:**

The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause are contained in the 'Tender Document'.

Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

#### **Guidelines for preparation of Tender**

The Tenderer shall bear all costs associated with the preparation and submission of its bid and Kerala Medical Services Corporation Ltd., Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The documents to be submitted online as mentioned in clause

In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for



unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

The Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are signed by the person (s) signing the offer.

Tender shall submit a declaration letter as per the format given and copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority ([www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in)) However it shall be the duty of the prospective tenderer to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

Any clarification on the e-tender procedure shall be obtained from IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315

### **Online payment for e-Tenders**

Bidders while participating in online tenders published in Government of Kerala's e-procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in), should ensure the following:

**Single transactions for remitting tender document fee & EMD.** Bidders should ensure that the tender document fees and EMD are remitted on single transactions and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions. Bidders who are eligible for EMD exemption stipulated vide clause shall remit only Tender document cost.

**Account number as per Remittance form only:** Bidder should ensure that account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the remittance form provided by e-procurement system for that particular tender.

Bidder should ensure the correctness of details inputted while remittance through NEFT/RTGS. Bidder also ensures that your banker inputs the account number (which is case sensitive) as displayed or appears in the remittance form.

Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc should be entered in the account number column along with account number for NEFT/RTGS remittance.

**UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer should be updated as it is, without any truncation or addition, in the e-procurement system for tracking the payment.

**One Remittance form per bidder and per bid:** The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fees and EMD will be reversed to the account from which it was received.

## **7.2 Eligible Bidders**

A Bidder shall be a Manufacturers /authorized dealers/ authorized Service Providers/Indian subsidiaries/direct importers having a place of business in Kerala and experience in relevant field not less than 5 years are eligible to participate in this tender as specified in the NIT.

Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website.

Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to

his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

### **7.3 Cost of Bidding**

The bidder shall bear all costs associated with the preparation & submission of bids and site visits, and the KMSCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)). However a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.

### **7.4 Site Visit**

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.

The bidder and any of his personnel or agents will be granted permission by the KMSCL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the KMSCL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

### **7.5 Getting information from web portal**

All prospective bidders are expected to see all information regarding submission of bid for the Work published in the etender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.

The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

## **7.6 Bidding Documents**

### **Content of Bidding Documents**

The bidding documents shall consists of the following unlessotherwise specified

- a. Notice Inviting Tender(NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Schedule of requirement
- e. Check List
- f. General information of tenderer
- g. Offer form
- h. Declaration form, Comparative statement

The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

### **7.7 Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 am and 5 pm.

In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum in pursuance to clause 2.3 of this bid document.

### **7.8 Amendment to bidding documents**

Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

### **7.9 Preparation of Bids**

#### **Language of the Bid**

All documents relating to the bid shall be in the English language. 3.2. Documents Comprising the Bid

The online bid submitted by the bidder shall comprise the following

Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.

Online payment of bid submission fee as detailed in the e-tender web site.

Bid Security payment details.

Copy of Registration Certificate duly attested. Duly signed preliminary agreement.

Priced Bill of Quantities.

The relevant CPWD/MoRTH specifications and BIS/IS codes and the relevant sections of the National Building Code, PWD Manual, PWD Quality Control Manual and the PWD Quality Control Laboratory Manual shall be considered as part of this bid documents though individual copies are not attached along with the bid documents.

Bidders shall not make any addition, deletion or correction in any of the bid documents.

If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

## **7.10 Bid Prices**

The Bidder shall bid for the whole work as described in the Bill of Quantities.

For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.

All taxes, royalty, octroi and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.

The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

### **7.11 Currencies of Bid and Payment**

The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

### **7.12 Bid Validity**

Bids shall remain valid for the period of 120 days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by the KMSCL as non responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.6 in all respects.

### **7.13 Bid Security**

The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e tenders, Bidders shall remit the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) for State Bank of Travancore or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Security is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. KMSCL/NIC/SBT/KSITM shall not be responsible for any kind of delay in payment status confirmation

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the KMSCL as non-responsive.

The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.

The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Guarantee and signed the Agreement.

Waiving of Bid Security is allowed in respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process.

The Bid Security may be forfeited:

if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; **or** if any modification is effected to the tender documents **or**

in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

sign the Agreement; **or**

Furnish the required Performance Guarantee **or**

If the bidder fails to convince to KMSCL about the reasonability of his bid prices in the case of an unbalanced bid.

In such cases the work shall be rearranged at the risk and cost of the selected bidder.

The Bid Security deposited with the KMSCL will not carry any interest.

#### **7.14 Bid submission fee**

For e tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e tenders, Bidders shall remit the Tender fee using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) for State Bank of Travancore or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. KMSCL/NIC/SBT/KSITM shall not be responsible for any kind of delay in payment status confirmation. Any bid not accompanied by the Tender Fee as notified shall be rejected by the KMSCL as nonresponsive. Tender Fee remitted will not be refunded.

### **7.15 Alterations and additions**

The bid shall contain no alterations or additions, except those to comply with instructions issued by KMSCL, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. The bidder is not required to present alternative construction options and he shall use without exception the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any bidder who fails to comply with this clause will be disqualified.

### **7.16 Submission of Bids**

All documents of the Bid as required shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorized to sign on behalf of the Bidder.

In the event of the tender being submitted by a partnership firm, it must be signed by the lead partner holding a valid power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

The Bidder shall submit their bid online only through the e-GP web site of Kerala([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e-tenders portal. Copy of remittance towards bid submission fee and Bid Security. Self attested Copy of the bidder's valid registration certificate in Kerala PWD, CPWD or other approved agencies.

Duly filled and signed copy of bid submission letter

Duly filled and signed copy of preliminary agreement

Duly filled and signed copy of Affidavit

Duly filled and signed copy of requisition for e-payment form

Any other relevant information with testimonials.

The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.

In addition to the above, the bidder shall upload a complete set of bid document with NIT and all sections using his digital signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the KMSCL.



### **7.17 Price bid**

This shall contain only the duly filled BoQ-file in MS-Excel format and shall be uploaded using the digital signature of the bidder in the e-tenders portal.

The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid in the presence of bidders or their authorised representatives preferably on the last day of bid submission after the prescribed time for bid submission.

The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

### **7.18 Deadline for Submission of the Bids**

Bid shall be received only ONLINE on or before the date and time as notified in NIT. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the KMSCL and the bidders previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

### **7.19 Modification, Resubmission and Withdrawal of Bids**

Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

### **7.20 .PRE-BID CONFERENCE**

Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **7.20 Bid Opening and Evaluation**

### **Bid Opening**

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorised representative in the presence of bidders or their designated representatives who choose to attend.

Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

In the event of the specified date of bid opening being declared a holiday for the KMSCL, the bids will be opened at the same time on the next working day.

## **7.21 Confidentiality**

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

Any effort by a Bidder to influence the KMSCL during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause of ITB and may result in the rejection of the Bidders' bid.

## **7.22 Clarification of Bids**

To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

Subject to the above clause, no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid.

from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

### **7.23 Examination of Bids, and Determination of Responsiveness**

During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required registration class as specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the KMSCL's rights or the Bidder's obligations under the Contract; or whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

Non submission of legible or required documents or evidences may render the bid non-responsive.

Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

Single tender shall not be opened in the first tender call.

### **7.24 Award of Contract**

Subject to above Clause , the Agreement Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, subjected to clause 3.6.6 of this section, the Bidder shall be

debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

If the grand total quoted amount by a bidder is less than 75% (seventy-five percent) of the total estimated cost put to tender, then such bids will be processed based on the directions contained in Government order GO(P) No-124/2016/Fin dated 29-8-2016 or any subsequent modifications thereof. If two or more bidders quote the same lowest amount, the Tender Inviting Authority shall finalize the tender through a transparent draw of lots. The Tender Inviting Authority along with his subordinate officers and the contractors who have quoted the lowest and equal amounts in their bids (or contractor's authorized representatives) shall be present during the draw of lots. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

#### **7.25 KMSCL's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

#### **7.26 Notification of Award and Signing of Agreement**

The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the KMSCL will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause, within 14 (fourteen) days of issue of letter of acceptance.

If the successful bidder fails to furnish the required Performance Guarantee as detailed in clause of this section and enter into contract, within the above stipulated time, further ten days time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the

Contract Price as per his quote amount subject to a minimum of Rs.1000 and maximum of Rs.25,000

Upon the furnishing by the successful Bidder of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder.

### **7.27 Performance Guarantee and Performance Security Deposit**

The bidder whose tender is accepted shall be required to furnish the following

Performance Guarantee to be submitted before executing agreement

Performance Security Deposit to be recovered from running bills.

Performance Guarantee to be submitted at the award of contract should be 5% of Contract amount and should be submitted within 7 days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the following form

Performance Guarantee shall be in the form of Treasury Fixed Deposit/D.D/B.G in the name of Agreement Authority for a period not less than 28 (twenty-eight) days after the completion of defect liability period

Performance Guarantee in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the KMSCL in the bid document. Bank Guarantee shall be unconditional and it shall be from any Nationalized Bank/Scheduled Bank to be submitted before executing agreement and shall be valid till 28(twenty-eight) days after the completion of defect liability of the Work, in approved format. The Bank Guarantee on installment basis with lesser period of validity shall not be accepted.

After the submission of Performance Guarantee and its acceptance the Bid Security will be refunded to the successful bidder.

Performance Security Deposit shall be deducted at 2.5% from running bills if any. Total of performance Guarantee is 5% of contract amount (agreed PAC) while total of Performance Security Deposit is 2.5% of the value of work done.

individual additional performance guarantee for each item of work calculated as above. Additional performance Guarantee will be required to be deposited either in the form of Treasury Fixed Deposit in the name of Agreement Authority for a period not less than 28 (twenty-eight) days after the completion of works or in the form of unconditional bank guarantee from any Nationalized Bank/Scheduled Bank valid till 28(twenty-eight) days after the completion of the Work, in an approved format. The Bank Guarantee on installment basis with lesser period validity shall not be accepted. This will be released only after satisfactory completion of the work without any interest.

The above Guarantee amounts shall be payable to the KMSCL without any condition whatsoever.

The Performance Guarantee shall cover additionally the following guarantees to the KMSCL:

The successful bidder guarantees the successful and satisfactory completion of the infrastructure and other related works under the contract, as per the specifications and documents.

The successful bidder further guarantees that the infrastructure and equipments provided and installed by him shall be free from all defects in material and workmanship and shall, upon written notice from the Agreement Authority or the Engineer, fully remedy free of expenses to the KMSCL, such defects as developed under the normal use of the said infrastructure within the period of defect liability specified under clause 46 of the Conditions of Contract.

The Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents.

The Agreement Authority shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Performance Security Deposit such sums as are due and payable by the contractor to the KMSCL as may be determined in terms of the contract, and the amount appropriated from the Performance Guarantee/Performance Security Deposit shall have to be restored by Contractor subsequently.

The Performance Bank Guarantee submitted in the form of Bank Guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of defect liability period. Half of Performance Guarantee in the form of treasury fixed deposit can be released upon submission of an indemnity bond of equal amount by the Contractor indemnifying the KMSCL any loss on account of this after the virtual completion of the Work. The balance half of Performance Guarantee in the form of treasury fixed deposit will be released after the satisfactory completion of Defects Liability Period.

Performance Security Deposit shall bear no interest and can be released against bank guarantee on its accumulation of a minimum amount of Rs. 5 lakhs subject to the condition that the amount of BG except the last one shall not be less than Rs. 5 lakhs. This amount will be released after passing the final bill as in the case of refund of deposit.

Failure of the successful Bidder to comply with the requirements of sub-clause 7.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

## **8.0 Corrupt or Fraudulent Practices**

It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

“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

“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 KMSCL 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 Government of the benefits of free and open competition.

“collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

The KMSCL will reject a bid, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## **9.0 Forms and declarations**

9.1. Various forms and formats for declarations to be submitted by the Bidder for Bid submission are included in the FORMS. Bidders are requested to fill in the required forms and declarations and submit the same with their bids both online and in hard copy.

## **10.13 Acceptance / Rejection of tenders:**

10.13.1 It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid.

10.13.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer in the event the firm deviates from the agreed terms and conditions.



## **10.14 Notices**

- 10.14.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;
- 10.14.1.1 The tender notices, documents, corrigendum, addendum etc if any.
  - 10.14.1.2 Amendments to the tender conditions, if any
  - 10.14.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
  - 10.14.1.4 Final List of technically qualified bidders.
  - 10.14.1.5 Summary of price bid opening
- 10.14.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. 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
- 10.14.3 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.

## **11.13 Other terms and Conditions**

- 11.13.1 Technical Specifications and Standards:- The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in Section IV of this document.
- 11.13.2 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, and Customs Duties etc.
- 11.13.3 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

## **11.14 Amendment of tender documents:**

- 11.2.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

The amendments shall be published in website of KMSCL, and the tender shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

## **11.15 Award of Contract**

- 11.15.1 Criteria:-The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.
- 11.15.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to twenty five (25) per cent.
- 11.15.3 If the quantity as mentioned under cl. 4.1 has not been increased at the time of the awarding the contract, and later if the Tender Inviting Authority increases the quantity of accessories beyond the said 25%, during the currency of the contract, then the discounted rates offered in the price bid form shall apply, but without any change in terms and conditions of this contract.
- 11.15.4 The details such as rates, the model of the accessories selected for award of the contract and the details of successful tenderers etc will be published during the period of price firmness/running contract on the website of the Tender Inviting Authority and also communicated to the user institutions under the Government of Kerala for enabling such user institutions to place orders directly with the successful tenderer during the currency of the contract.
- 11.15.5 The successful bidder shall execute an agreement with the Tender Inviting Authority.

## **11.16 Payment**

- 11.16.1 The payment of the item agreed will be made within 15 days from the date of submission of proper invoices and relevant documents.
- 11.16.2 The original invoice submitted shall be in the name of the Tender Inviting Authority/ issuer of the supply order and the name of the consignee shall also be mentioned in it.
- 11.16.3 The successful tenderer shall not claim any interest on payments under the contract.
- 11.16.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at rates as notified from time to time.
- 11.16.5 The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective User Institutions/Tender Inviting Authority.
- 11.16.6 While claiming reimbursement of duties, taxes etc. (like CGST, SGST, IGST, custom duty) from the Tender Inviting Authority/User Institution, as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the successful tenderer) shall refund to the Tender Inviting Authority/User Institution forthwith.

## **11.17 Corrupt or Fraudulent Practices**

- 11.17.1 It is required by all concerned namely the User Institution/ Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender

Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- 11.17.2 “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
- 11.17.3 “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 Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 11.17.4 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 11.17.5 No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority’s bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

## **11.18 Force Majeure**

- 11.18.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer’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, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, 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.
- 11.18.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer 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.
- 11.18.3 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.
- 11.18.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender

Inviting Authority/User Institution will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **11.19 Resolution of disputes**

- 11.19.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 11.19.2 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 tender document, either the Tender Inviting Authority/User Institution or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 11.19.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Secretary to Health, Govt. of Kerala whose decision shall be final.
- 11.19.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

### **11.20 Applicable Law & Jurisdiction of Courts**

- 11.20.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 11.20.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram.

### **11.21 General/ Miscellaneous Clauses**

- 11.21.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- 11.21.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 11.21.3 The Successful tenderer shall notify the Tender Inviting Authority/User Institution /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 11.21.4 Each member/constituent of the Successful tenderer(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- 11.21.5 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of Kerala against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party

resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.

11.21.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **11.22 Penalties for non-performance**

11.22.1 The penalties to be imposed, at any stage, under this tender are;

11.22.1.1 imposition of liquidated damages,

11.22.1.2 forfeiture of EMD

11.22.1.3 termination of the contract

11.22.1.4 blacklisting/debarring of the tenderer

11.22.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD as well as result in black listing/debarring of the tenderer.

11.22.3 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD or leading to black-listing/debarring .

11.22.4 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:

11.22.5 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of items from such tenderers.

11.22.6 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

## **11.23 Termination of Contract**

11.23.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to execute the CAMC 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 Tender Inviting Authority/User Institution.

11.23.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may arrange alternatives for the CAMC similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such alternatives.

- 11.23.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
- 11.23.4 Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, 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 Tender Inviting Authority/User Institution.
- 11.23.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 11.23.6 Further details could be obtained from the office of the Managing Director of Kerala Medical Services Corporation Ltd during office hours at 0471-2945600, 2945691.

#### **11.24 Fall Clause**

- 11.24.1 The prices charged for the item supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the items of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Sd/-

Managing Director,  
(Tender Inviting Authority)

**APPENDIX: I**  
**SCHEDULE OF REQUIREMENTS**

Sl. No	Location	Qty	Address
1.	District Drug Warehouse, Thiruvananthapuram.	1no	District Drug Warehouse, DMO Compound, General Hospital, Tvm-695035 Mob-9496003900
2.	District Drug Warehouse, Alappuzha	5 no	District Drug Warehouse, Near Nursing College, Vandanam P O, Ambalappuzha Alappuzha 688001
3.	District Drug Warehouse, Pathanamthitta	5 no	District Drug Warehouse xv/556(6), 556(7) & 556(8) K.P.Road, Near Malabar Gold, Kannamkode Adoor (Pathanamthitta) 691523
4.	District Drug Warehouse, Kottayam	6 no	District Drug Warehouse Behind GOVT.HSS Arpookkara, Near Govt. Medical College Kottayam 686008
5.	District Drug Warehouse, Idukki	1no	District Drug Warehouse, near Idukki Gov. Medical College, Idukki Colony PO, Cheruthoni, Idukki-685602 Mob-9496004900
6.	District Drug Warehouse, Ernakulam	4no	District Drug Warehouse Udyogamadal Near St. Joseph Hospital Ernakulam 683501
7.	District Drug Warehouse, Thrissur	4no	District Drug Warehouse, High Road, Opposite Police Officers Quarters, Thrissur-680001 Mob-9496005600
8.	District Drug Warehouse, Palakkad	1no	District Drug Warehouse, District Hospital Compound, Court Road, Palakkad-678001 Mob-9496006200
9.	District Drug Warehouse, Malappuram	3no	District Drug Warehouse Near Railway Station Over Bridge, Tirur P O Malappuram 676101

10.	District Drug Warehouse, Kozhikode	7no	District Drug Warehouse Karuvannur P O Naduvannur Via, Kuttiady Highway Kozhikode 673614
11.	District Drug Warehouse, Wayanad	1no	District Drug Warehouse State Warehouse Corporation Building Near Fathima Hospital, Pinangode Road, Kalpetta, Wayanad 673121
12.	District Drug Warehouse, Kannur	5no	District Drug Warehouse Harichandra Weaving Mill's Compound (HWM) Near Lakshmanan Kada Bus Stop, Thana Kakkad Road (Land Mark), Kannur 670002
13.	District Drug Warehouse, Kanhangad	6no	District Drug Warehouse, Near Old District Hospital, Kanhangad, Kasargod- 671315 Mob-9496006900

#### TERMS AND CONDITIONS

The type of contract is **Comprehensive Annual Maintenance Contract, (CAMC)** whereby it is witness as follows

1. The AMC will include replacement of any/all part(s) if found defective during the CAMC period, i.e. the CAMC is comprehensive in nature
2. All the repairs and servicing of Air Conditioners and Stabilizers shall be carried out on site at the place where it is located. No Air conditioners shall be removed from the office premises without informing/obtaining permission from the Competent Authority. The Contractor shall be responsible for the loss of any Government property owing to negligence on his or his representative's part while maintaining the machines under contract,
3. In exceptional circumstances where the Air Conditioner(s) is/ are to be taken to service providers premises/ service centre for repairs, stand-by arrangement will have to be made, The equipment being taken to the



workshop for repair would be at service provider's own risk and expenses.

4. Any damage or loss caused to the connected equipment or their parts due to negligence, mishandling shall be made good by the service provider either by payment in cash as per the prevailing market price of that item or by a new replacement of the same! higher make and specifications.
5. The service Provider shall not demolish, remove, or alter structures or Buyer facilities on the site without prior written approval of Buyer. The Service Provider shall clean/dispose of all the debris and other material accumulated due to servicing/maintenance of the Air Conditioners,
6. The Buyer reserves the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported. If the Service provider fails to rectify the deficiencies or fails to comply with other directions/instructions, his contract is liable to be terminated. The Buyer further reserves the right to terminate the contract at any point of time, without assigning any reasons thereof.
7. It shall be the responsibility of the service provider to make all the maintenance work satisfactorily throughout the contract period and to hand over in working condition to the Buyer after expiry of the contract,
8. Service/Supply should normally be made during the office hours on any working day. The Buyer will have the authority to place order for AMC beyond office hours and on holidays, for which, no additional payment will be made.
9. CAMC will be placed on requirement basis. No advance payment will be made by the Buyer. Payment will be released only after submission of Billinvoice on quarterly basis and the entire satisfaction of the Buyer.
10. In case the buyer decides to withdraw or dismantle any equipment from the contract during the AMC period, the same would be taken out of the contract with written information to the service provider.

11. Service Provider shall maintain the confidentiality of any information related to the Air Conditioners under AMC. Service Providers shall be required to take appropriate measures to maintain confidentiality obligations by its personnel engaged.
12. On award of the service order, the Service Provider would prepare a report regarding taking over of the Air Conditioner(s) before commencement of the AMC Service. It shall be the responsibility of the Service Provider to make the Air Conditioner work satisfactorily throughout the contract period, also to hand over the Air Conditioners to the department in working condition on expiry of the contract. Any damage to the Air Conditioner units in the contract period due to improper Maintenance practice to be rectified/ replaced by the Service Provider without any extra cost and expenses.
13. The work to be undertaken on closed holidays and beyond office hours on any day except by prior approval/ direction of the buyer.
14. During CAMC the Service Provider shall carry out 04 (Four) Nos. of wet and dry services per year as per contract. The timely routine services (dry and wet) to be carried out shall cover the following works:
  - a. Cleaning of filters.
  - b. Dust cleaning of entire unit by water/ air blower and cloth.
  - ç. Checking/ tightening of all the screws! fasteners.
  - d. Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
15. During CAMC the Service Provider shall also carry out 02 (two) number of preventive maintenance (overhauling) services per year. The preventive maintenance (overhauling) shall cover the details given below:
  - a) Acid cleaning and repair of condensers and cooling coil fins.

- b) Water cleaning of entire body,
- c) Tightening of all screws, fasteners,
- d) Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
- e) Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out parts.
- f) Checking cooling effect and if it is found that gas is less the same has to be topped up.
- g) Cleaning/ replacement of filters,
- h) Servicing of remote control and microprocessor controls,
- i) Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.

16 Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the Air Conditioners. The parts/components/sub-assemblies used for repair/ replacement by the Service Provider will be of the same make and functional capability as originally available in the system,

- 17 Availability and replacement of Spare parts, accessories etc.
- a) The Service Provider shall undertake to arrange genuine spares parts of the Air Conditioners as and when required.
  - b) The Service Provider has to ensure availability of the spare parts in their stock. In case some of the major spare are not available with Service Provider, the same shall be arranged within seven days,
  - c) Service Provider shall be responsible for the verification of new part(s) from Buyer before fitting to equipments. The removed part is to be handed over to the Buyer. In case service provider notice any part is missing same to be brought to the notice of the Buyer or otherwise responsibility shall be of Service Provider,
  - d) All the consumable articles/ parts required for cleaning, repairs and maintenance of Air conditioners will be provided by the Service Provider at no extra charge to the Buyer.
  - e) Service provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement repair,

18. In case of delay in attending to problems, breakdown of Air Conditioners due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement (SLA) shall be levied as indicated in the Penalty Clauses.

19. After carrying out repair/parts replacement work, certificate regarding equipment working condition should be obtained from Buyer.

20. Resources Employed:

- a) The Service Provider will ensure to physically engage/depute and station OEM Authorized Service Engineer! technically competent service engineer/ engineers along with skilled helpers at Buyer's office premises during office hours and as & when required, depending on the urgency and exigency of work to ensure proper upkeep of the Air Conditioners and quick resolution of the fault during the AMC period. The deployed persons should be having expertise to attend all the issues pertaining to the maintenance of all kind of Air Conditioners and relevant electrical work.
- b) Service Provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the Buyer's department. In case of any misconduct penalties as indicated in the SLA shall be levied and Service Provider may be required to terminate the resource with immediate effect.
- c) The Service Provider shall provide proper identity cards, uniform, etc. for the resources to ascertain only authorized service persons are attending fo the servicing and repairing work. In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such resources.
- d) The resources used by Service Provider to carry out maintenance shall be on rolls of the Service Provider and shall have no claim whatsoever for any benefits from the buyer. Service Provider shall be responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.

21. Response Time:

The service provider has to maintain the response time for attending the complaint for maintenance services during the AMC period. Complaints/Calls shall be attended to on all working days (from Monday to Friday between 9.30 a.m. to 6 p.m.) and as & when required, depending on the urgency and exigency of work.

- a) In case, no part is replaced, then such complaint must be attended within 24 hours of lodging of such complaint.
- b) However, in case of requirement of change of spare part, then complaint should be resolved within 7 days of lodging.
- c) In case the Air Conditioner is not get repaired, or an alternative system not supplied within the period of 7 days from the time of failure reported, then the Buyer reserves its right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Service Provider.

22. Maintenance of Record:

- a) The Service Providers should maintain proper records of the Complaints/Calls and the same should be resolved by the service provider within 24 hour of logging any Complaints/Calls and Register shall be maintained for that.
- b) Service Provider (SP) shall maintain register indicating details of equipment being maintained and details of rooms/ place where they are installed.
- c) Service Provider shall maintain the log sheet which will include number of Services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

23 The comprehensive CAMC charges per unit per year will be paid for four services in a year apart from any number of breakdown calls with a response period of 3 hours on receipt of complaint. The scope of work includes water wash for every quarter & filter cleaning as and when required.

24 Failure to repair/service the equipment in question within 8 hours for minor & 3 days for major repairs without justifiable reason. Penalty will be levied at .05% of work value per day subject to a maximum of 10%

25 If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm /party at the risk/expense of the contractor.

26 The amount of CAMC will be paid on quarterly basis after successful

completion the satisfactory service during the quarter of service.

- 27 Successful bidder has to handover all the ACs in good running condition before expiring of CAMC contract.
- 28 The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
- 29 All necessary tools like vaccum pump, drilling machines, pliers, pressure guage,ladder and other essential tools for effective maintenance of the ACs equipments shall be provided by the contractor
- 30 The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
- 31 Since the maintenance works are to be carried at all levels & High, technician should wear necessary proactive gear such as life belts, helmet, gloves, shoes, etc.
- 32 The bidder should take third party insurance coverage and adequate insurance coverage to the workers for life and limb and the same should be submitted before entering into an agreement.

**Exclusion of contract**

1. Water piping, Electrical switchboards related, Evaporator and condenser coil, Indoor and outdoor covering and grills.

**CHECK LIST**

Name of the Tenderer:		
Sl. No	Item	Whether included Yes / No
1	Check list as per Annexure I.	
2	General Information about the tenderer as per Annexure II	
3	Notary Attested registration documents proving the registration of the place of business and showing the details of partners / promoters / board of directors etc. (as applicable for the type of firm it is registered.) a. Memorandum of Association and Articles of Association / Incorporation Certificate. b. Proprietary Registration Certificate c. Partnership deed. d. Society Registration Certificate.	
4	Offer form as per Annexure III	
6	Declaration as per Annexure IV signed & sealed by the tenderer or the authorized signatory.	
7	Comparative statement as per Annexure V	
8	Duly signed and sealed amendment if any	
9	Price bid as per Annexure VI(Online BOQ Only)	

KERALA MEDICAL SERVICES CORPORATION LTD  
**GENERAL INFORMATION ABOUT THE  
TENDERER**

1	Name of the					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Contact Person Details</b>						
2	Name		Designation			
	Telephone No.		Mobile No.			
<b>Communication Address</b>						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Type of the Firm ( Please √ relevant box)</b>						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others,	
	Registration No. & Date of Registration.					
<b>Nature of Business ( Please √ relevant box)</b>						
5	Original Manufacturer			Authorized Dealer		
	Service provider			Others if any.		
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b>						
6	in case of Directors, DIN No's. are required					
	Name		Designation			
	Name		Designation			
<b>Bank Details</b>						
7	Bank Account No.			IFSC Code		
	Bank Name & Address			Branch Name		
	Tel No			Email ID		



8	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No	
9	<i>Other relevant Information provided * (here enclose the past 5 year experience details (CMC/AMC with customer details) such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)</i>				
<i>Date:</i>		<i>Office Seal</i>		<i>Signature of the tenderer / Authorised signatory</i>	

KERALA MEDICAL SERVICES CORPORATION LTD**OFFER FORM**

Having examined and accepting the conditions of the tender document no ..... we here by submit this offer for the CAMC of AC Units installed at various District Drug Warehouses for a period of One year .....conforming the detailed scope of work mentioned in section IV of the tender document. The details of the item offered are as follows.

Description	Capacity	Total Qty	Name of OEM/Authorized Dealer/Service Provider
CAMC of Bluestar Split AC Units	1 Ton	50Nos.	
	1.5 Ton		
	2 Ton		

Office seal

Signature of the  
Tenderer/Authorized signatory

Date :

KERALA MEDICAL SERVICES CORPORATION LTD  
**DECLARATION FORM**

I/We M/s. \_\_\_\_\_ represented  
by its Proprietor / Managing Partner / Managing Director having its  
Registered \_\_\_\_\_ Office \_\_\_\_\_ at

\_\_\_\_\_ do hereby declare that I/We have carefully read  
all the conditions of tender KMSCL/Projects/ET/02/2024  
dated..... for supply of ..... invited by the Kerala  
Medical Services Corporation Ltd., Thiruvananthapuram and accepts all  
conditions of Tender.

Signature of the Tenderer  
Name in capital letters with Designation

KERALA MEDICAL SERVICES CORPORATION LTD  
**COMPARATIVE STATEMENT**

Name of Work :- CAMC of Split AC UNITS at KMSCL DDWH's			
Period	1 year	Name of the Service Provider:	

Sl. No.	Description of terms and conditions as per Appendix I, Amendments if any	Compliance with stipulated terms and conditions (Yes/No)	Remarks if any
1.	OEM/Authorized Dealer of OEM		
2.	Past 5 year experience in executing the CAMC of AC units		
3.	If dealer Presently Holding the Dealership of any OEM's		
4.	Having Service team/Service centre's throughout the state		
5.	Shall attend the breakdown calls within 6 hours		
6.	Shall replace all the defective parts within 12 hours.		
7.	Should enclose the relevant Spares pricelist mentioned in exclusion of contract in T&C		

