



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

e- TENDER DOCUMENT
for
Running Contract for the Supply & Installation of
Syringe Infusion Pump (Dual)
(TENDER NO: KMSCL/EP/T248(R)/1041/2017)

For details;
www.etenders.kerala.gov.in / www.kmscl.kerala.gov.in

E-mail: etenders_ep@kmscl.kerala.gov.in

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TENDER INVITING NOTICE

KERALA MEDICAL SERVICES CORPORATION LTD. <small>(Department of Health & Family Welfare, Govt. of Kerala)</small> THYCAUD P.O., THIRUVANANTHAPURAM - 695014 Telephone: 0471-3045346, 3045300 Fax: 3045347 website: www.kmscl.kerala.gov.in, e-mail: etenders_app@kmscl.kerala.gov.in CIN No. U24233KL2007SGC021616				
No. KMSCL/EP/792/2017		Dated : 28.09.2017		
e-TENDER NOTICE (Running Contract)				
Online bids are invited for the supply and installation of the following equipment for various Government healthcare institutions across Kerala				
Sl. No	Tender No.	Description	Pre-Bid Meeting at KMSCL Head Office	Last date of Online submission
1.	T 245/2017	ECG Machine 3 Channel, ECG Machine 12 Channel, Defibrillator with Cardiac Monitor, Echo Machine Portable Model B, Fluid Warmer, Multiparameter Monitor with Capnogram, Multiparameter Monitor with Capnogram and IPM, Nitrous Oxide Cylinder, Infusion Pump, Pulse Oximeter, Percutaneous Tracheostomy Set, Mobile Spot Light, High Frequency Oscillating Jet Ventilator, Bicarbonate Mixer.	05.10.17 11.00 a.m.	27.10.17 05.00 p.m.
2.	T 246/2017	Laser for Hair Removal, Microdermabrader, OT Light LED Dual Dome without Camera, OT Light Shadow - Less Ceiling Mount Double Dome, OT Light Shadow - Less Mobile Single Dome, Neonatal Resuscitation Unit, Fetal Monitor Model A, Hysterectomy Set (Diagnostic), Septoplasty Set, Tonsillectomy Set, Electrolyte Analyzer, Electronic Weighing Machine Lab Type II, Dental Operating Microscope, Microscope System for Neuro Science Lab, Ice Flaker Machine.	06.10.17 11.00 a.m.	28.10.17 05.00 p.m.
3.	T 247/2017	C-Arm Model A, C-Arm Model B, 3D C-Arm, Arthroscopy Camera Instruments & Shaver System, Intraoperative Ultrasound Scanner with 3D and Doppler Capability, Basic Instruments for Spine Surgery, Basic Instruments for Cranial Surgery, Video Gastroscope & Colonoscope Model B, Refrigerator 450 Litre, Refrigerator 300 Litre, VIA VILI Kit, PAP Smear Kit, Non Mydriatic Camera, Monofilament, Direct Ophthalmoscope, Auto Refractometer, SKVA UPS System.	07.10.17 10.30 a.m.	28.10.17 05.00 p.m.
4.	T 248/2017 (Re-tender)	Intravascular Ultrasound System with FFR, Anesthesia Work Station, Suction Apparatus, Life Form Chest Tube Manikin, Ventilator Portable, Nasal Endoscope with Camera and Light Source, Nasal Endoscope with Camera, Light Source and Fess Instruments, Fluorescence Microscope with Digital Camera, OT Table Orthopedics Manual Hydraulic, 32 Channel Digital Video EEG Machine, Peripheral Nerve Stimulator, ENT Table with whole System, Micromotor for ENT, Pediatric Fibre Optic Video Bronchoscope, Electrophoresis Apparatus, Flurimeter, Membrane Filter Unit, Sweat Chloride Analyzer, PH Tester, Hybridization Chamber, Portable Dialysis Machine with SLED, Ammonia Analyzer, Multifrequency Segmental Body Composition Analyzer, OT Table Electric, Simultaneous Thermal Analyzer, Laboratory Anesthesia System, Four Channel Data Acquisition System, Vacuum Extractor, Intraoperative Ultrasound Monitor, Radius Scope, Ventilator Non Invasive, Refrigerator Model B (With Stabilizer), DC Counter, Gel Card Centrifuge and Incubator, Eilea Reader with Washer, Oxygen Cylinder (B) with Trolley, Brain Evoked Response Audiometry (BERA), Deep Freezer -80 degree, Head Lamp with LED Light Source, Horizontal Cylindrical Autoclave 250 Litre, Horizontal Rectangular Autoclave 300 Litre, Advanced Higher End Electrosurgical Unit, Tube Sealer, ICU Cot Model B, Syringe Infusion Pump (Dual), Neuro navigation System (Craniog & Spinal Application) for Neuro Microscope	NA	20.10.17 05.00 p.m.
Procurement of Equipments and Furniture for the Multi Specialty Block, Govt Medical College, Thiruvananthapuram.				
5.	T 249/2017	Multiparameter Monitors (Five Para) with Central Monitoring System, Multipara Meter with IBP and central Monitoring Systems, Sequential Compression Devices Calf Pumps, Ultrasonic Nebulizers		
6.	T 250/2017	ICU Cot - Over Bed Table - Bedside Locker - IV Stand, Wheel Chair - Patient Trolley - emergency Trolley, Office Table - Executive Chair - Executive Table - Teapoy - Visitors Chair, Nursing Station For All Icus And Wards, Tender For 31 Types Of Furniture Required For Multispecialty Block GMCT.	09.10.17 11.00 am.	26.10.17 05.00 p.m.
QUOTATION				
Sealed Quotations are invited for the supply of the following items				
7.	Q37/2017	Basin, Bunsen Burner, Dressing Tray with Lid, Infantometer, Kidney Tray, Measuring Tape, Medicine Tray, Oxygen Hood	NA	20.10.17 05.00 p.m.
Tender document cost and EMD exemption is allowed only for Public Sector Undertakings and MSMEs registered within the State subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala. The pre-bid meeting will be held at KMSCL Head Office. Tender documents and all other information related to tender and bidding process can be downloaded from the website www.etenders.kerala.gov.in .				
(Sd/-) Managing Director (Tender Inviting Authority)				

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 equipments 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. Over the last decades, several equipments have been procured and installed in the various health care institutions under the government under different schemes. One of the major problems encountered is the maintenance of the equipments. Site preparation, timely replacement of consumables, calibration of sensitive equipments, up gradation of technology, training to the doctors and paramedical staff- all poses problems. The corporation has been formed by the government to fill in these grey areas and to act as total service providers to the all the government health care institutions. Of course, this mammoth task could be achieved only with the active involvement and support of the manufacturers/dealers of the equipments.
- 1.3. This tender is a e-tender and only on-line bid submission is possible. The e-tender portal is designed by National Informatics Centre (NIC) and the support is provided by IT mission, Kerala. Lowest price is not the sole criteria for selecting the equipment/supplier. The two bid system, which is followed, has been designed to eliminate those equipments which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the equipments. i.e., to provide after sales support for a period of minimum 5 years from the date of installation and to ensure 98/95% uptime in performance/operation of the equipment.
- 1.4. The payment to the successful tenders will be settled after obtaining a 'one month performance certificate' from the head of the user institution – one month period is a period of trail run- during which the performance of the equipments will be keenly observed. At the same time, it may be noted that the Corporation is not the agency finalizing the requirements of equipments and their technical specifications. These parameters are finalized by the user institutions and funding agencies and forwarded to the corporation for procurement. On our side, we ensure that the technical specifications are not biased towards a particular equipment/firm, through consultations during the pre-tender meetings with the prospective tenderers. 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. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if , the user agency certifies the equipment required is of proprietary nature. Since the equipments procured are dealing with precious human life in government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that most modern, but proven and durable equipments are procured and supplied. The tender documents are prepared after assessing the market to meet such objectives.

Looking forward for a long standing relation with you.

Best wishes,

Sd/-

Dr. Dileep Kumar S.R

Date: 26.09.2017

Managing Director (i/c), KMSCL & Tender Inviting Authority

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 authorised under Resolution No 1 /2010 to decide on the purchase of the drugs and equipments 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 equipments procured under this tender document.
- 2.1.4 *User Institutions* are the departments, health care institutions, Local self Government Institutions etc under the Government of Kerala for which the equipments under this tender is procured.
- 2.1.5 *Funding agencies* are usually departments like Directorate of Health Services, Directorate of Medical Education, Departments of Ayurveda, Homoeo, Department of Social Welfare etc, and Missions/organizations like National Rural Health Mission (NRHM), Institute of Family Health & Welfare, registered societies etc funded by the Government of Kerala, Government of India, UN organisations, World Bank etc that provide funds for the procurement of drugs and equipments on behalf of whom the tender is invited by the Tender Inviting Authority.
- 2.1.6 *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 tenders are invited for the supply, installation and commissioning of the equipments, the details of which are mentioned in Section IV, needed for the government institutions of Kerala on behalf of the Government of Kerala. The Kerala Medical Services Corporation Ltd (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency as well as service provider for the institutions. The main objective is to obtain bulk discount through central procurement and to be one stop point for all institutions for

obtaining excellent after sales service to the equipments procured under this tender. For this, the Corporation, on behalf of the government, will undertake and oversee the procurement process, ensure that the successful tenderers are installing the equipments properly at the locations/institutions specified and provide the after sales service during the agreed period of contract in respect of the equipments installed this contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

- 2.2.2 Running contract: This tender is a 'Running contract' for a period of two years. The quantity mentioned is based on the orders issued during the previous year(s). The tenderers are expected to quote their best rates for the equipment. The first instance of supply is also mentioned in Section IV of this tender document.
- 2.2.3 If the Tender Inviting Authority place orders for supply, installation and commissioning during the running contract period, the successful tenderer is bound to supply the same make/model of equipment(s) at the same rates and under the same terms and conditions of this tender to various hospitals / Government institutions across Kerala.
- 2.2.4 The tenderer can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with KMSCL or without giving a one month prior notice.

(SECTION III)
TENDER SCHEDULE

3.1. Tender Details

1.	Tender No.	KMSCL/EP/T248(R)/ 1041/2017
2.	Cost of tender Document	₹ 420/-
3.	Estimated Cost / Unit	₹ 46,500/-
4.	Earnest Money Deposit	₹ 1,900/-
5.	Performance Security	5% of the offered price (for successful tenderers)
6.	Validity of Performance Security	Upto 90 days after the date of completion of the contractual obligations

3.2. Important dates:

Sl. No.	Particulars	Date and time
1.	Date of release of tender	26.09.2017
2.	Date of Pre-tender meeting	N.A
3.	Online tender submission Start Date	11:00am, 27.09.2017
4.	Online tender submission End Date	5.00pm, 20.10.2017
6.	Date of online Technical bid opening	11:00 am, 24.10.2017
7.	Date of demonstration of Equipment	To be informed to the qualified tenderers qualifying after opening of technical bids
8.	Date of opening of the price bid	To be informed to the qualified tenderers qualifying after demonstration

SECTION IV

DETAILS OF EQUIPMENTS TENDERED

4.1 Equipment(s) tendered:

Sl. No	Equipment Code	Description	Quantity
1.	1041	Syringe Infusion Pump (Dual)	14

4.2 Technical specifications:

The detailed technical specifications and other quality parameters of the above equipment are contained in Appendix I

4.3 Schedule of Requirements

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

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>Installation & Delivery period</i>	6 weeks from date of issuance of Supply Order
5.1.2.	<i>Comprehensive warranty period</i>	2 years.
5.1.3.	<i>CMC/AMC period (Not taken for evaluation)</i>	3 years
5.1.4.	<i>Frequency of visits to all User Institution concerned during Warranty/CMC or AMC</i>	One visit every 6 months (2 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
5.1.5	<i>Frequency of payment of CMC or AMC charges</i>	Every six months after completion of the period
5.1.6	<i>Submission of Performance Security and entering into contract</i>	10 days from the date of issuance of Letter of Intent
5.1.7	<i>Payment Installments of Price of equipments and ratio</i>	100% against installation & submission of proper documents
5.1.8.	<i>Time for making payments by Tender Inviting Authority</i>	<i>Within 30 days from the date of submission of proper documents</i>
5.1.9.	<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>
5.1.10	<i>Uptime in a year</i>	95%

5.2. Pre qualification of tenderers:

5.2.1 Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender. [Original Equipment Manufacturers shall submit the 'Manufacturers Offer Form' as per Annexure I-A. Letter of Authorization (as per Annexure1-B) from the Original Equipment Manufacturer (OEM) shall be submitted in the case of a Tenderer who is not the manufacturer of the equipment offered].

- 5.2.2 The tenderer or manufacturer of the equipment offered should be in the business of the supply and installation of same / similar equipment for the last three calendar years with in the country. Notarized documentary proof shall be submitted.
- 5.2.3 Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.1 without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD.
- 5.2.4 The tenderers who have an average annual turnover of ₹ 10 Lakhs for the last three completed financial years. The tenderer shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report etc.)
- 5.2.5 Tenderers who submit notary attested copy of IT returns filed for the last three years.
- 5.2.6 Tenderers who have service facility in South India and have the capability to attend repairs of the equipments within the time mentioned as per clause 5.1.9 anywhere in Kerala and who are willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The tenderers who have the capability to ensure the uptime mentioned in clause 5.1.10. (Documentary proof shall be submitted on the after sales facilities and expertise of the tenderer.)
- 5.2.7 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. (Affidavit as per format in Annexure XX should be submitted along with the technical bid)
- 5.2.8 Notwithstanding anything contained in any other clause in this tender document, or anything contained in any previous tender contract, agreement or any other legal document, firms / dealers / suppliers / manufacturers who had entered into a contract for supply of any particular equipment with KMSCL during the years 2009 to 2017 shall not be eligible to participate in this tender in respect of the same / similar equipment if the said firms / dealers / suppliers / manufacturers had failed to execute at least 50% in any of the supply orders placed to them.
- 5.2.9 Firm/company who have withdrawn after participating in any of the previous tenders of KMSCL are not eligible to participate in this tender.
- 5.2.10 Firm/company who is not willing to accept the maintenance policy of Tender Inviting Authority is not eligible to participate in this tender.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Tender Document:

This 'Tender Document' contains the following:

- 6.1.1 Introduction (Section I)
- 6.1.2 Scope and Description of Contract (Section II)
- 6.1.3 Tender Schedule (Section III)
- 6.1.4 Details of Equipments tendered (Section IV)
- 6.1.5 Specific Conditions of Contract (Section V)
- 6.1.6 General Conditions of Contract (Section VI)
- 6.1.7 Appendix- documents supplied by the tender inviting authority
- 6.1.8 Annexures–formats for submission of tenders by the tenderers

6.2 Tender Document:

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments tendered are contained in this "Tender Document".
- 6.2.2 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 III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.2.3 The online documents shall be submitted through the e-tender portal 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'
- 6.2.4 The general guidelines on e-tender process is as below;
 - 6.2.4.1 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. Once, the DSC is obtained, bidders have to register on 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.

- 6.2.4.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.
- 6.2.4.3 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 shortlisting and opening financial bids.
- 6.2.4.4 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.
- 6.2.4.5 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.
- 6.2.4.6 **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:
1. **State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
 2. **National Electronic Fund Transfer (NEFT)**If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.
 3. RTGS payment mode is also enabled in E-procurement .
- 6.2.4.7 As NEFT/RTGS payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT/RTGS mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues. The Tender Inviting Authority/ e-Procurement system will not be responsible for any e-payment failure
- 6.2.4.8 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening

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

6.3 Responsibility of verification of contents of tender document:

6.3.1 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’.

6.3.2 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.

6.4 Guidelines for preparation of Tender

6.4.1 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 6.17.

6.4.2 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.

6.4.3 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.

6.4.4 The tender (in English Language only) for the supply of equipments mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of government departments/offices/ organizations to whom the equipment with the same specifications or higher have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested (only if requested by tender inviting authority) by a gazette officer or the client institution/organization where the same have been supplied and installed.

6.4.5 The documentary evidence (other than those regarding supply and past performance) submitted along with 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 initialed by the person (s) signing the offer.

- 6.4.6 Tender shall submit a declaration letter as per the format given as Annexure X 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.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.8 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) 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.
- 6.4.9 Any clarification on the e-tender procedure shall be obtained from IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315

6.5 Online payment for e-Tenders

- 6.5.1 Bidders while participating in online tenders published in Government of Kerala's e-procurement website www.etenders.kerala.gov.in, should ensure the following:
- 6.5.1.1 **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 6.7.3 shall remit only Tender document cost.
- 6.5.1.2 **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.
- 6.5.1.3 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.
- 6.5.1.4 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.
- 6.5.1.5 **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.

6.5.1.6 **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.

6.5.2 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.

6.6 Tender Document Cost

6.6.1 Tenderer shall submit Tender document cost online in the e-tender portal & non-submission of Tender Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 All tenderers shall pay tender document cost as per the instructions provided in clause 6.5. Tenderers are liable to pay tender cost even if any exemption allowed in the e-tender portal.

6.6.3 State Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of tender document cost subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala

6.7 Earnest Money Deposit (EMD) :

6.7.1 In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) rounded to 1% of the estimated cost of the equipments tendered is adopted.

6.7.2 Tenderer shall submit EMD online in the e-tender portal & non-submission of sufficient EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.7.3 Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala.

6.7.4 None of the bidders other than those specified in clause 6.7.3, are exempted from the remittance of EMD, in any case.

6.7.5 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.

6.7.6 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.

6.7.7 No interest will be paid for the EMD submitted.

6.7.8 The EMD will be forfeited, if a tenderer;

6.7.8.1 misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.

6.7.8.2 withdraws its bid after the opening of technical bid;

6.7.8.3 a successful tenderer, fails to sign the contract after issuance of Letter of Intent

6.7.8.4 fails to furnish performance security after issuance of Letter of Intent.

6.8 Deadline for submission of tender.

6.8.1 Tenderers shall upload all the necessary documents in the e tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay.

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.9 Modification and Withdrawal of Bids

6.9.1 The tenderer can modify or withdraw bids submitted online before the last date & time for online submission.

6.10 Period of Validity of Tender

6.10.1 The tender must remain valid for minimum 180 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.

6.10.2 The successful tenderer upon entering into a running contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.10.3 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.

6.11 Acceptance / Rejection of tenders:

6.11.1 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.

6.11.2 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.

6.12 Notices

6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process;

- 6.12.1.1 The tender notices, documents, corrigendum, addendum etc if any.
 - 6.12.1.2 Amendments to the tender conditions, if any, especially after the pre-tender meeting.
 - 6.12.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
 - 6.12.1.4 List of tenderers qualified for demonstration of equipment and reasons for rejection of unqualified tenderers.
 - 6.12.1.5 Results of the demonstration of the equipments, reasons for rejection of equipments and provisional list of tenderers qualified for price bid opening.
 - 6.12.1.6 Final List of technically qualified bidders.
 - 6.12.1.7 Summary of Online price bid opening
- 6.12.2 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
- 6.12.3 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.

6.13 Other terms and Conditions

- 6.13.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc mentioned in Section IV shall be complied with.
- 6.13.2 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.
- 6.13.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.
- 6.13.4 If the customs duty, CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.
- 6.13.5 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.

6.14 Tendering System

- 6.14.1 The tenders / bids are to be submitted on-line in two covers in the e-tender portal.

- 6.14.2 PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal (as mentioned in 6.17). The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions
- 6.14.3 PART II titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.14.4 Tenderers who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Tenderers can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.
- 6.14.5 The tenderer shall enroll and register in the e-tender portal. The tenderer shall issue DSC to only the responsible person who is authorized to submit online bids.
- 6.14.6 The tenderers who do not submit the technical bid(part B) which reaches beyond the stipulated date and time will be treated non-responsive.
- 6.14.7 If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offer's misplacement and consequential rejection.

6.15 Pre Tender Meeting

- 6.15.1 A pre-tender meeting will be convened to clarify the doubts of the prospective tenders. The corporation may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.15.2 Date of pre-tender meeting is mentioned in Section III.
- 6.15.3 Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.
- 6.15.4 It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.
- 6.15.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the tender document on the basis of expert advice.

6.15.6 Failure to attend the Pre-tender meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

6.15.7 Filled up Tenders will be accepted only after the date of pretender meeting.

6.16 Amendment of tender documents:

6.16.1 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.

6.16.2 The amendments shall be published in e-tender portal, 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.

6.16.3 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.

6.17 Contents of online Bid submission.

6.17.1 Tender Document cost

6.17.2 Earnest Money Deposit

6.17.3 General information about the tenderer as per Annexure V.

6.17.4 Annual turnover statement for last three years certified by the auditor as per Annexure IX.

6.17.5 Offer form as per the Annexure VI in tender document.

6.17.6 The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealers/importers for Kerala/ South India/India (Annexure I A or B)

6.17.7 Declaration Letter as per Annexure X and copy of amendments if any duly signed in all pages by the tenderer or the authorized signatory.

6.17.8 Price Bid format as per the format available in e tender portal.

6.17.9 Power of Attorney as per format in Annexure VIII.

6.17.10 Documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.

6.17.11 Audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.

6.17.12 Copy of IT returns filed for the last three completed years.

- 6.17.13 Details of Service centers as per the format given in e tender portal.
- 6.17.14 Documents showing service centre facilities in Kerala/South India.
- 6.17.15 Technical literature, product data sheet.
- 6.17.16 Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications as per annexure XX.
- 6.17.17 The documents such as notarized supply orders from the user institutions showing that the tenderer and manufacturer having previous experience in the business of the supply and installation of the equipments offered. The notarized copies shall be scanned and uploaded in the e-tender portal and the original notarized copy shall be submitted to KMSCL Head Office after the last date of online bid submission.
- 6.17.18 List of Installations of the offered model in Kerala and South India (government and private instructions separately with name/designation of the contact person, phone number/fax/email)
- 6.17.19 Copy of Quality Certificate requested as per the technical specification (if applicable) for the offered model.

6.18 Opening of Tender

- 6.18.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- 6.18.4 In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.

- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the tenderers.

6.19 Evaluation of tender

6.19.1 Bid Evaluation Committee:

- 6.19.1.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 6.19.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.
- 6.19.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

6.19.2 Technical Committee:

- 6.19.2.1 The demonstration shall be conducted by a Committee called the 'Technical Committee' in which external experts from the User Institutions/funding agencies may also be present.
- 6.19.2.2 The composition of technical committee may vary with the type of the equipment tendered.
- 6.19.2.3 The decisions of the technical committee will also be published.

6.19.3 Purchase Committee:

- 6.19.3.1 In case of major purchases, the decisions of the Bid evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee
- 6.19.3.2 In such cases, the decisions of the Purchase Committee will also be published.
- 6.19.3.3 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.
- 6.19.3.4 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.
- 6.19.3.5 Arithmetical errors shall be rectified on the following basis: If there occurs a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer does not accept the correction of errors, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.

6.20 Clarification of Bids

- 6.20.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee on its bids submitted.
- 6.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6.21 Demonstration of technical specifications and performance:

- 6.21.1 Before the opening of the Price Bid, immediately after the opening of Technical bid, the tenderer shall arrange for demonstration of offered items at Thiruvananthapuram at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Tender Inviting Authority, whether the offered items meets the technical specification, accuracy and other quality parameters as indicated in Section IV, if required by the Tender Inviting Authority. The tenderer should be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.
- 6.21.2 If it is not possible for the successful tenderer to provide the model offered and conforming to the exact specifications as per section IV, then it shall be open to the tenderer to submit a model with similar specifications for the demonstration, if agreed by the Tender Inviting Authority / Technical committee. The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the tenderer to manufacture and supply those items of specified specifications of good quality. However, the successful tender have to satisfy that the Tender Inviting Authority during the installation of the first piece of accessories at any location specified that it confirms to the requirements of the Section IV and failure to supply the equipments as per the requirements will lead to forfeiture of performance security and may also lead to blacklisting/debarring the tenderer for a period of 3/5 years.
- 6.21.3 If the equipments are huge in nature or if the equipment cannot be brought for demonstration, if agreed by Tender Inviting Authority / Technical Committee, the demonstration / technical evaluation will be conducted by a technical committee or a sub-committee of the technical committee or the representative of the Tender Inviting Authority at the nearest third party location where the successful tenderers have installed a same make/model of the equipment. In some cases the technical evaluation will also be on the basis of technical documents evaluation at the discretion of the technical committee.
- 6.21.4 The tender Inviting authority may issue a conditional order on the recommendation of the technical committee, if the product is evaluated by the documents submitted or if the demonstration of the equipment demands so. In such cases the successful tenderer on receipt of order or intimation shall demonstrate one equipment at the location finalized by the technical committee for evaluation. If the item demonstrated meets the specification the successful

tenderer shall be allowed to continue the supply. In case if the demonstrated item is not meeting the specification, the conditional order issued will be cancelled.

- 6.21.5 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such tenderers shall not be considered for opening of Price bids.
- 6.21.6 The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during PDI or demonstration as mentioned above.
- 6.21.7 Goods accepted by the Tender Inviting Authority/User Institution and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's/User Institution's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

6.22 Price Bids

- 6.22.1 The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration.
- 6.22.2 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.22.3 Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.22.4 Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the accessories and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
- 6.22.5 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 6.22.6 Price variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the Running contract period before releasing the Letter of Intent/supply order on receipt of proper documents.
- 6.22.7 There shall also be no hidden costs.
- 6.22.8 Tenderer shall quote prices in all necessary fields in the available format. All white/green areas of the BOQ file shall be filled up. The grey areas of the BOQ

file shall not be edited. The price shall be entered separately in the following manner:

- 6.22.8.1 **Basic Price:** The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading& stacking, all other taxes, duties & levies and incidental services if applicable.
- 6.22.8.2 Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable (If the field is left blank, value will be taken as zero).
- 6.22.8.3 SGST: SGST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
- 6.22.8.4 The total amount will be calculated automatically and will be taken for evaluation and bid ranking.
- 6.22.8.5 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Section IV and under no circumstances offer the essential accessories, without which the accessories cannot function properly, as optional or left un-quoted.
- 6.22.8.6 In case if the rate of consumables/reagents is fixed in the tender for certain years, then the rate shall be applicable from the date of price bid opening.

6.23 CAMC / AMC Rates

- 6.23.1 Tenderer shall also quote CMC / AMC rates for a period mentioned in clause 5.1 after comprehensive warranty period. The Rates of CMC/AMC for the prescribed period as per clause 5.1 shall be shown separately in the respective columns of price bid format in the following manner:
- 6.23.2 If the Basic price and CAMC is left Blank, then the BOQ will not be considered for evaluation and leads to rejection.
- 6.23.3 If the offered value of CAMC is zero or one, then on expiry of warranty period, the equipment shall on default enter into CAMC without executing any agreement either by KMSCL or by user institution

6.24 Award of Contract

- 6.24.1 Criteria:-The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening.
- 6.24.2 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, the quantity of goods and services mentioned under cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

- 6.24.3 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.
- 6.24.4 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.

6.25 Notification of Award/Letter of Intent (LOI)

- 6.25.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.25.2 The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
- 6.25.3 The Notification of Award shall constitute the conclusion of the Contract.

6.26 Signing of Contract

- 6.26.1 The successful tender shall execute an agreement in the format as given under Annexure II for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
- 6.26.2 The successful tenderer shall submit bank guarantee in the format as per Annexure III a performance security prescribed under cl.6.27.
- 6.26.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return the submit two copies of the contract (as per agreement Annexure II) with a duplicate copy, both on ₹ 500/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

- 6.26.4 The successful tenderer shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract as per the 'Agreement' Appendix VI with the Tender Inviting Authority/respective user institutions, 3 (three) months prior to the completion of Warranty Period, if the Tender Inviting Authority/User Institution desires so. The CMC will commence from the date of expiry of the Warranty Period.
- 6.26.5 Assignment:-The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
- 6.26.6 Sub Contracts:- The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.
- 6.26.7 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- 6.26.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
 - 6.26.7.2 Mode of Demonstration/PDI
 - 6.26.7.3 Incidental services to be provided by the successful tenderer
 - 6.26.7.4 Mode of Installation
 - 6.26.7.5 Place of delivery
 - 6.26.7.6 Converting the installation of the accessories in all or any of the locations as turnkey project and
 - 6.26.7.7 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.
- 6.26.8 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful tenderer to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.
- 6.26.9 If the successful tenderer doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful tenderer shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.
- 6.26.10 The corporation will be able to issue SICOI format as per annexure XXI. In case of equipments to be purchased for research laboratories who have DSIR

Exemption certificate, KMSCL should arrange the certificate so that bidders should supply equipments without customs duty and other applicable charges.

6.27 Performance Security

- 6.27.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.
- 6.27.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- 6.27.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.
- 6.27.4 Failure of the successful tenderer in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.
- 6.27.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.27.5.1 In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the government including furnishing of User Institution wise Bank Guarantee for CMC security as per Performa, the amount of the performance security is liable to be forfeited.
 - 6.27.5.2 In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
 - 6.27.5.3 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful tenderer on completion of the successful tenderer's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
 - 6.27.5.4 The Bank Guarantee submitted in place of EMD/Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

6.28 Delivery and Installation

- 6.28.1 The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to

communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.

- 6.28.2 The successful tenderer will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.
- 6.28.3 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.
- 6.28.4 The successful tenderer is required to deliver the equipments and install the equipments at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual 'Installation Certificate' (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.
- 6.28.5 If the site is not ready for installation, the successful bidder shall obtain the details from the respective user institutes in 'site readiness / consignment receipt form' as per Annexure XVIII. In case of delay in installation of equipment the successful bidder shall obtain acknowledgement of receipt of material in 'site readiness / consignment receipt form' as per Annexure XVIII. In such case, the consignment receipt date will be taken for the calculation of LD.
- 6.28.6 A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location.
- 6.28.7 A sticker (as per Annexure XIII) issued by KMSCL showing the service details should be affixed on the equipment and its accessory units.
- 6.28.8 At least two digital photographs, one showing the sticker properly affixed on the equipment & accessories and the close up photograph of the sticker shall be submitted along with the installation certificate to KMSCL for effecting the first

installment of the payment. The sticker shall be written with fine tipped permanent marker pen.

- 6.28.9 The installation report and one month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.
- 6.28.10 The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.
- 6.28.11 The prospective tenderers may, sometimes, be required to prepare the site and undertake electrification / minor civil works if the institutions concerned / funding agency could not undertake the same within the stipulated time. In such instances, it will be ideal for the successful tenderer to prepare the site on negotiated terms for which extra charges will be paid converting the supply and installation of the equipments under this tender as a 'turn-key contract'. Site preparation charges will not be considered for evaluation of prices.
- 6.28.12 Turnkey:- This tender may have to be converted at a turnkey project at some locations, if the site is not ready for installation of the equipment(s). The site preparation will normally be undertaken by the respective institution/funding agency. In the event of non-compliance by the institution, the Tender Inviting Authority shall endeavor to undertake the necessary site preparation and electrification. Owing to the urgency in installation of the equipment tendered, the Tender Inviting Authority may direct the successful tenderer to undertake the site preparation at any stage of the tender process. In such exigencies, the successful tenderer shall examine the existing site where the equipment is to be installed, in consultation with head of user institution concerned and shall quote the site preparation charges, at his/her discretion. If turnkey work is executed with the successful tenderer then they shall warrant the turnkey work done for a period mentioned in clause 5.1.
- 6.28.13 If the bidders are asked to provide turnkey rates as lump-sum in the tender, the bidder shall visit the user institutions and quote the rate. The rate once offered cannot be varied. The bill of quantities of the lump-sum rate shall be provided subsequently by the successful bidder. If the turnkey work is requested to offer in unit quantity, the successful tenderer shall prepare the turnkey works to be executed in each site, based on the unit rates offered in the tender after the award of contract.
- 6.28.14 The goods will not be accepted after the date of issuance of notice of termination under cl. 6.43, even if the goods are ready or dispatched following the termination. For the remaining goods and services, the Tender Inviting Authority/User Institution may decide:-
- 6.28.14.1 To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

- 6.28.14.2 To cancel the remaining portion of the goods and services and compensate the successful tenderer by paying an agreed amount for the cost incurred by the successful tenderer towards the remaining portion of the goods and services.
- 6.28.14.3 To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer at the risk and cost of L1 bidder.

6.29 Payment

- 6.29.1 The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories at the user institution specified in the supply order, on submission of Installation Certificates (Annexure XII), warranty certificate (Annexure XI), invoice with proper stock taking details, photographs (hard copy), calibration / quality assurance certificate / test certificate if required as per technical specification in cl.4.2 and RTGS details.
- 6.29.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.
- 6.29.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered. Part Payment at the agreed rate as per cl.5.1. shall be considered in respect of equipments installed and the necessary Installation Certificate obtained.
- 6.29.4 The retained remaining (second) installment will be released on submission of the 'one month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies by the successful tenderer or otherwise.
- 6.29.5 Payment for CMC/AMC Charges: The payment of CMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.
- 6.29.6 The successful tenderer shall not claim any interest on payments under the contract.
- 6.29.7 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.
- 6.29.8 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.
- 6.29.9 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.

- 6.29.10 The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following two exigencies;
- 6.29.11 If the successful tenderers shall submit in writing in case the site is not ready or any other impediment they face in respect of the satisfactory installation of any of the equipment in any of the user institution owing to any reason other than his own at the first instance of encountering such impediments.
- 6.29.12 In case any difficulty is experienced by the successful tenderer in obtaining the installation certificate/one month performance certificate from any of the User Institution after the installation of the equipment, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

6.30 After Sales Service conditions:

- 6.30.1 The corporation attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) and Annual Maintenance Contract (AMC- without spares) shall be finalized at the time of tender itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful tenderer.
- 6.30.2 The after sales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the tender.
- 6.30.3 The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC)/ Annual Maintenance Contract, if awarded. The detailed terms and conditions for after sales service mentioned hereunder.
- 6.30.4 Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.
- 6.30.5 The maintenance of biomedical equipments after the warranty period has been entrusted with third party service provider. The complaint calls from the user institutions will be registered to a unified toll free number of the maintenance service provider. The complaint calls pertaining to equipments under warranty will be transferred to the respective successful bidder by the maintenance

service provider. The execution of after sales service conditions mentioned in the tender by the bidder will be monitored by the maintenance service provider on behalf of Tender Inviting Authority. Bidders shall provide all sort of after sales support and cooperation to the third party maintenance service provider as per the tender condition if requested by the Tender Inviting Authority.

6.31 Guarantee/Warranty terms:

- 6.31.1 The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 6.31.2 The successful tenderer further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful tenderer, that may develop under normal use of the supplied goods.
- 6.31.3 All the equipments including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1. in the first instance. During this period, the successful tenderer shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.
- 6.31.4 On expiration of the comprehensive warranty period, the successful tenderer shall be willing to provide after sales support for an additional period prescribed under clause 5.1. (the period to be decided by the Tender Inviting Authority after the pre-tender meeting and shall be binding on all prospective tenderers once it is issued as amendment to the tender under clause 6.8) from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) and Comprehensive Maintenance Contract (CMC-inclusive of replacement of spares).
- 6.31.5 The prospective tenderer, who are manufacturers, shall submit an undertaking in the format Annexure I B from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the tenderers – their existing dealers - couldn't provide service during the warranty / AMC period. The undertaking in Annexure IB, from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.
- 6.31.6 After sales service centre in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2.6 and the tenderer

shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

- 6.31.7 Site Visits: The successful tenderer shall visit each User Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.
- 6.31.8 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the KMSCL office within 10 days from the due date.
- 6.31.9 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful tenderer shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.
- 6.31.10 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful tenderer shall, within the period specified under cl.5.1.9, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.
- 6.31.11 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.9, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.
- 6.31.12 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.
- 6.31.13 A warranty certificate (as per format in Annexure XI) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 6.31.14 The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User Institutions and also when major spares are replaced.

- 6.31.15 Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.
- 6.31.16 The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format in Annexure XV.
- 6.31.17 The tenderer shall submit the parameters which require calibration and the frequency of calibration required as per the format in Annexure XVI
- 6.31.18 The tenderer shall submit the details of all major spares as per the format in Annexure XIV In the price bid cover.
- 6.31.19 The tenderer shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the Tender Inviting Authority afterwards.
- 6.31.20 The offered warranty includes
- 6.31.21 Visits to the user institutions at frequencies prescribed under cl.5.1. as part of preventive maintenance.
- 6.31.22 Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.
- 6.31.23 Quality Assurance test (if applicable).
- 6.31.24 The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.
- 6.31.25 There should not be any exclusion of warranty for any spare parts except consumables. If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CAMC period. The rate of the same shall be included in the offered price in warranty and CAMC.
- 6.31.26 The tenderer shall provide up-time warranty of complete equipment as mentioned in clause 5.1.10, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.
- 6.31.27 All software updates, if any required, should be provided free of cost during Warranty period.

6.32 Annual Maintenance Contract (CMC & AMC)

- 6.32.1 The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority or User Institution, at its discretion, prior to the expiration of warranty period.
- 6.32.2 The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful tenderer for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty. The CAMC rate quoted in the BOQ is exclusive of tax (service tax) and the tax applicable will be provided at the time of execution.
- 6.32.3 During Annual Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority or the user institutions, as the case may be. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares. In short, the AMC is a CMC with provisions for payment of cost of spare parts during the currency of the contract by the Tender Inviting Authority or User Institution as the case may be.
- 6.32.4 The cost of accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any no claim for taxes will be entertained later.
- 6.32.5 Failure/refusal on the part of the successful tender supplying/installing the equipments to enter into CMC/AMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the tenderer.
- 6.32.6 The successful tenderer shall also indicate the rates for the CMC and AMC in price bid form and such rates are binding on the successful tenders after the expiration of the warranty period. The yearly rates for CMC/AMC shall remain the one and the same as quoted in the price bid form for the extended years.
- 6.32.7 The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/break down report from the head of all user institutions.

6.33 Spare parts/Reagents

- 6.33.1 The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.
- 6.33.2 Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.

- 6.33.3 The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.
- 6.33.4 The Tender Inviting Authority or User Institution may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.
- 6.33.5 The method of evaluation and comparison of prices taking into consideration the cost of the reagents is as illustrated in Appendix III.

6.34 Training

- 6.34.1 The successful tenderers have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.
- 6.34.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first 60% payment.

6.35 Imported Equipments

- 6.35.1 The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.
- 6.35.2 The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipments at the time of pre-tender meeting and the tender document shall be modified by amendment to that extent.
- 6.35.3 The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.
- 6.35.4 The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- 6.35.5 The payment will be made in Indian Rupees to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

- 6.35.6 The successful tenderer shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the tenderer in violation of foreign exchange regulations.
- 6.35.7 However, the tenderers shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful tenderer terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful tenderer.

6.36 Intellectual Property Rights(IPR)

- 6.36.1 The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 6.36.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful tenderer of the same and the successful tenderer shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 6.36.3 The Successful tenderer/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

6.37 Corrupt or Fraudulent Practices

- 6.37.1 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:
- 6.37.2 “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
- 6.37.3 “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;

- 6.37.4 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.
- 6.37.5 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.

6.38 Force Majeure

- 6.38.1 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.
- 6.38.2 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.
- 6.38.3 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.
- 6.38.4 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.

6.39 Resolution of disputes

- 6.39.1 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.
- 6.39.2 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.
- 6.39.3 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.
- 6.39.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

6.40 Applicable Law & Jurisdiction of Courts

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

6.41 General/ Miscellaneous Clauses

- 6.41.1 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.
- 6.41.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 6.41.3 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.
- 6.41.4 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.
- 6.41.5 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.

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

6.42 Penalties for non-performance

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

6.42.1.1 imposition of liquidated damages,

6.42.1.2 forfeiture of EMD/performance security

6.42.1.3 termination of the contract

6.42.1.4 blacklisting/debarring of the tenderer

6.42.2 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 or performance security as well as result in black listing/debarring of the tenderer.

6.42.3 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/ Performance Security or leading to black-listing/ debarring .

6.42.4 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:

6.42.5 Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.

6.42.6 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 equipments from such tenderers.

6.42.7 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.

6.43 Termination of Contract

- 6.43.1 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 deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.43.2 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 procure goods and/or services 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 procurement.
- 6.43.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
- 6.43.4 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.
- 6.43.5 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.
- 6.43.6 Further details could be obtained from the office of the Managing Director of Kerala Medical Services Corporation Ltd during office hours at 0471-2337353, 3045600.

6.44 Fall Clause

- 6.44.1 The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments 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 equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Sd/-

Dr. Dileep Kumar S.R

Managing Director (i/c), KMSCL & (Tender Inviting Authority)

APPENDIX: I

Technical Specification

Equipment Name: Syringe Infusion Pump (Dual)

1. Two syringe drive system can deliver drugs independently and simultaneously
2. Pressure controlled mechanism
3. 3" LCD display or more
4. Should have minimum flow rate range from 0.1 -1200ml/hr for 50ml syringe, 0.1 -100ml/hr for 20ml syringe and 0.1-60ml for 10ml syringe
5. Bolus rate : maximum 1000ml/hr
6. KVO facility & 50 drug library
7. Should have automatic syringe size and model detection.
8. 3 level alarm pressure settings
9. Volume and time controlled infusion
10. Mains and battery operated
11. Easy to use interface
12. Should have automatic and manual bolus
13. Should have atleast 3 levels of programmable occlusion pressure
14. Should have a rechargeable Lithium ion battery with backup time of minimum 3 hours.
15. Should have automatic bolus reduction system to avoid accidental bolus delivery after occlusion incident.
16. Syringe ranges from (5-60) ml
17. Should have safety certificate from a competent authority CE issued by a notified body registered in the European commission / FDA (US)/ STQC CB Certificate/ STQC S Certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/ test report shall be produced along with the technical bid

APPENDIX: II
SCHEDULE OF REQUIREMENTS

Sl No	Item	Institution	Immediate Qty*	Total Qty	Fund
1	Syringe Infusion Pump (Dual)	Various Healthcare Institutions	4	14	NPHCE

KERALA MEDICAL SERVICES CORPORATION LTD
SAMPLE PRICE EVALUATION

The price bid evaluation will be on the basis of price quoted for each of the item. The tenderer who's lowest will be declared as the L1 bidder.

Description	Firm I	Firm II	Firm III	Firm IV
Equipment	905000.00	1090000	1050000	995000.00
Status	L1	L4	L3	L2

KERALA MEDICAL SERVICES CORPORATION LTD
MANUFACTURER'S OFFER FORM

(to be submitted by manufacturers)

No.

Dated:

To

The Managing Director
Kerala Medical Services Corporation Ltd
(Tender Inviting Authority)

Dear Sir,

Tender No : _____

Equipment Name : _____

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), and having factories at _____
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) for and on behalf of
M/s. _____

(Name of manufacturers)

Date:

Place:

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

KERALA MEDICAL SERVICES CORPORATION LTD
MANUFACTURER'S AUTHORISATION FORM

(to be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

The Managing Director
Kerala Medical Services Corporation Ltd
(Tender Inviting Authority)

Dear Sir,

Tender No :
Equipment Name :

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no..
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)
for and on behalf of M/s. _____
(Name of manufacturers)

Date:
Place:

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

AGREEMENT

THIS AGREEMENT made the..... Day of 20..... Between(Name and Address of **Purchaser**) represented by the Managing Director (Hereinafter “the **Purchaser**”) of one part and (Name and Address of Supplier)(Hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited tenders for the supply of(brief description of goods and services vide tender nodatedThe supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the tender document. The **Purchaser** has finalized the tender in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs. (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. Dated

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a. all the documents submitted by the tenderer as part of technical bid and price bid;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications and other quality parameters;
 - d. the clarifications and amendments issued / received as part of the tender document
 - e. the General Conditions of Contract;
 - f. the Specific Conditions of Contract; and
 - g. the **Purchaser**'s Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. No.	Brief Description of goods	Quantity to be supplied	Unit Price	Total Amount (3 x 4)	Other Taxes Payable
1	2	3	4	5	6

Total Value: 5 + 6

Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the **Purchaser**) in the presence of Signed, Sealed and Delivered by the said (For the Supplier) (Signature, Name, Designation and Address with Office seal) in the presence of

1. (Signature, Name and Address of witness)

2. (Signature, Name and Address of witness)

BANK GUARANTEE FORM

To
The Kerala Medical Services Corporation Limited
(Address)

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of Tender / Contract no _____ dated _____ (herein after called “the contract”) to supply The Kerala Medical Services Corporation Ltd., Thycaud, Thiruvananthapuram-14 with (description of goods and supplies).

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

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

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

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

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Kerala Medical Services Corporation Limited.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

CHECK LIST

Name of the Tenderer:		
Sl. No	Item	Whether included Yes / No
1	Check list as per Annexure IV .	
2	General Information about the tenderer as per Annexure V	
3	Power of Attorney as per format in Annexure VIII	
4	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.	
5	Annual Report, Balance sheet, P&L Statement for Financial year 2014-15, 2015-16, 2016-17	
6	Notarized IT Returns for the Assessment Year – 2014-15, 2015-16, 2016-17	
7	Annual turnover Statement for last three years certified by the auditor as per Annexure IX	
8	Service Centre Details as per Annexure VII	
9	Documents showing (valid address proof) service centre facilities in Kerala /South India.	
10	Offer form as per Annexure VI	
11	Manufacturer's Authorisation/Offer form as per Annexure IA or IB	
12	Technical literature, original brochure of the offered model.	
13	Comparative statement of the technical specifications and compliance with the suppliers offered model proving that the equipment meet all the technical parameters as laid down under Appendix I, deviations and justifications.(AS per Annexure XX)	
14	Purchase order copy of the offered same / similar model by Tenderer or Manufacturer in the year 2015, 2016 & 2017	
15	List of Installations of the offered model in Kerala and South India (government and private instructions separately with name/designation of the contact person, phone number/fax/e-mail)	
16	Declaration as per Annexure X signed & sealed by the tenderer or the authorized signatory.	
17	Preventive Maintenance Checklist as per Annexure XIV	
18	Calibration Checklist as Annexure XV	
19	Spare price list as per Annexure XVI	
20	Copy of Amendment published (if any) signed by the tenderer or the authorised signatory.	
21	Copy of Quality Certificate (If requested as per technical Specification)	
22	Any other documents requested as per tender cl 6.17	

KERALA MEDICAL SERVICES CORPORATION LTD

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer					
	Registered address of the firm with GSTIN					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Contact Person Details						
2	Name		Designation			
	Telephone No.		Mobile No.			
Communication Address						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm (Please ✓ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Bussiness (Please ✓ relevant box)						
5	Original Equipment Manufacturer			Authorized Dealer /Representative		
	Direct Importer			Others, specify.		
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)						
6	in case of Directors, DIN Nos. are required					
	Name		Designation			
	Name		Designation			
Bank Details						
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 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>					
Date:		Office Seal		Signature of the tenderer / Authorised signatory		

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 supply & installation of conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

Sl. No.	Name of the Equipment	Model	Original Equipment Manufacturer
1			

Date :

Office seal

Signature of the tenderer/Authorized signatory

KERALA MEDICAL SERVICES CORPORATION LTD
SERVICE CENTRE DETAILS

TOLL FREE NUMBER, IF ANY			
Sl. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
2		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
3		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	

Date :

Office seal

Signature of the
tenderer/Authorized signatory

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt(name and address) who is presently employed with us and holding the position of As our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment Name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 201_

For _____

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date : _____

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2014 - 2015	
2	2015 - 2016	
3	2016 - 2017	
Total		
Average Turnover per year		

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Seal:

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/EP/T...../...../2017 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
WARRANTY CERTIFICATE

*(to be filled jointly by the Tenderer, head of user institution & Representative
of the Tender Inviting Authority individually for every equipment)*

Date:

KMSCL Supply order No : dated.....

The instrument (*Item Name*) Model No..... bearing serial no was installed successfully at (*Institution Name*) is offered with a comprehensive warranty for a period of Years starting from to including all the following accessories;

Sl. No	Name of the accessory	Manufacturer's name	Item Serial No.	Qty

Name of the Supplier: Signature: Seal:	Name of the Supdt. / End User: Signature: Seal:
--	---

KERALA MEDICAL SERVICES CORPORATION LTD
INSTALLATION CERTIFICATE

(to be filled jointly by the Tenderer, head of user institution & Representative of the Tender Inviting Authority individually for every equipment)

HOSP CODE / Hospital Name:				
Equipment Details				
EQPT CODE / Name of the equipment:		Purchase Order No:		
Make / Manufacturer		Purchase Order Date:		
Model		Purchase Amount		
Serial no.		Project Name		
Location / Department				
Installation Start Date		Completed Date.		
Comprehensive Warranty Start Date		Comprehensive Warranty End Date:		
Preventive Maintenance Schedule (Specify Year & Month)				
YEAR	Visit 1	Visit 2	Visit 3	Visit 4
Contact Details				
SUP.CODE / Name of the Supplier				
Name of Service Engineer		Mobile No.		
Service Centre Manager's name		Mobile No.		
Service center address				

Accessories supplied				
Sl. No.	Item	Qty.	Serial No.	Remarks
To be filled by Institution				
Whether the sticker (as per cl 5.5.4 of the tender doc) affixed on all the key components of the equipment or on a conspicuous place in the installed room/storage area?				YES / NO (tick one)
Whether a digital Photograph of the installed equipment taken after affixing the sticker in the presence of the hospital personnel?				YES / NO
Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation?				YES / NO
Whether training was conducted to the satisfaction at the time of installation?				YES / NO
Short supply items, if any				
Remarks of hospital authorities				
Recommend to release the first (80%)payment YES <input type="checkbox"/> NO <input type="checkbox"/>		The equipment is working satisfactorily & confirms to technical specification YES <input type="checkbox"/> NO <input type="checkbox"/>		
The equipment was installed and handed over on _____ (Installation date to be filled in by the Head of the institution or by the end user)				
Name of Service Engr.			Sign.	
Name of End User & Department			Sign.	
Name of Bio Medical Engr. & Organization			Sign.	
Signature of the Superintendent.			Sign. & Seal	
Date: Seal of supplier:		Date: Hospital Seal :		

STICKER

	<p>Supplied & Maintained by KERALA MEDICAL SERVICES CORPORATION LTD. (Department of Health & Family Welfare, Govt. of Kerala) Thycaud. P.O, Thiruvananthapuram - 695014</p>
<p>UnderScheme</p>	
<p>Tender No..... Eqpt.Code.....</p>	
<p>Purchase order(KMSCL).....</p>	
<p>Installed on.....Warranty/CAMC/AMC Upto.....</p>	
<p>For Repair / Service / Maintenance Contact: ENGINEERING DIVISION, KMSCL Toll Free: 1800 425 0004</p>	
<p>Fax: 0471-4015522</p>	<p>email: engg_es@kmscl.kerala.gov.in</p>

KERALA MEDICAL SERVICES CORPORATION LTD
PREVENTIVE MAINTENANCE CHECK LIST

Equipment Name :

Model :

Sl. No.	Activities carried out during Preventive Maintenance visit	Visit 1	Visit 2	Visit 3	Visit 4
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

(put 'v' in the appropriate visit during which the activity is carried out)

Date :

Office seal

Signature of the
tenderer/Authorized signatory

KERALA MEDICAL SERVICES CORPORATION LTD
CALIBRATION CHECK LIST

Equipment Name :

Model :

Sl. No.	Parameters to be calibrated	Frequency of calibration required
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Date :

Office seal

Signature of the
tenderer/Authorized signatory

KERALA MEDICAL SERVICES CORPORATION LTD
SPARES PRICE LIST

Equipment Name :

Model :

Sl. No.	Spare name	Cost (inclusive of all charges)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Date :

Office seal

Signature of the
tenderer/Authorized signatory

ONE MONTH PERFORMANCE CERTIFICATE

(to be filled by the head of user institution individually for every equipment)

HOSP CODE / Hospital Name:				
SUP.CODE / Name of the Supplier				
Equipment Details				
EQPT CODE /Name of the equipment:		Purchase Order No:		
Make / Manufacturer		Purchase Order Date:		
Model		Purchase Amount		
Serial no.		Project Name		
Date of Installation		Location / Department		
Whether Equipment working satisfactorily without any problem for one month?			YES <input type="checkbox"/>	NO <input type="checkbox"/>
If No, provide details of equipment failure in the first month <i>(attach additional details if any in a separate sheet)</i>				
BREAK DOWN DETAILS				
Break down Reported Date	Attended date	Rectified date	Attended by	Details of beak down / service

Present status of the equipment	Working satisfactorily <input type="checkbox"/> Not working satisfactorily <input type="checkbox"/>		
Recommended to settle the final payment	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Recommend for trial run for one more month	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Performance of accessories supplied			
Further Training	Required <input type="checkbox"/>	Not required <input type="checkbox"/>	
Remarks of hospital authorities			
One month performance certificate was issued on _____ (date to be filled in by the Head of the institution or by the end user)			
Name of End User & Department		Sign.	
Signature of the Superintendent.		Sign. & Seal	
Date: Seal of supplier:	Date: Hospital Seal :		

KERALA MEDICAL SERVICES CORPORATION LTD
SITE READINESS /CONSIGNMENT RECEIPT FORM

Purchase Order Details				
Whether the purchase order received at Institution			Yes	No
EQPT CODE/ Name of the Equipment:		Purchase Order No:		
Make / Manufacturer		Purchase Order Date:		
Model / Cat no.		Purchase order value		
Location / Department		Project Name		
Equipment Details				
Whether the equipment DELIVERED at Institution			Yes	No
Date of receipt of Consignment				
No. of Boxes Received				
Whether the equipment			Yes	No
Reason if not required.				
Site Readiness Details				
Is the site ready for Installation			Ready	Not Ready
Reason if the site is not ready/Details of Site preparation required.				
Probable date of Installation				
Supplier Contact Details				
Name of the Supplier Representative		Contact No.		
Name of the Supplier		Sign & Seal of Supplier		
Institution Details				
Name of the Institution				
Name of Store Superintendent (reqd. in case item delivered at institution)		Sign & Date		
Name of End User & Department		Sign & Date		
Name of the Medical Officer / Superintendent		Sign, Date & Seal of the institution		

KERALA MEDICAL SERVICES CORPORATION LTD
SITE READINESS /CONFIRMATION FORM

(this form to be submitted before delivering the machine)

Date:			
Hospital Name		Supplier Name	
Name of the Equipment		Purchase Order No	
Make/manufacturer		Purchase Order Date	
Model/Cat No		Purchase Order Value	
Location/Department		Project Name	
Site Details			
Completion of Civil works			
Availability of DRS / PNDT			
Details of civil works to be done:			
Power requirement (in KVA)			
Electrification done in the proposed site			
Availability of main input Power cabling in the proposed site			
Energization of required power in the proposed site			
Details of electrical works to be done			
Availability of technician			
Availability of water connection			
Site ready	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Portable date of site readiness			
Supplier:		Hospital:	
Sign:		Sign:	
Date:		Date:	
Name:		Name:	
Designation:		Designation:	
Seal:		Seal:	

KERALA MEDICAL SERVICES CORPORATION LTD
COMPARATIVE STATEMENT

Equipment Name:			
Name of Model Offered:		Name of the OEM:	

Sl NO	Description of Technical Specification as per Appendix I, Amendments if any	Compliance of the offered model with stipulated specification (Yes/No)	Remarks if any
1			
2			
3			
4			
5			

AFFIDAVIT

Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners of Entity are not blacklisted

I, M/s. (Name of the firm), having registered office at hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Health & FW, Govt. of Kerala/ or any other entity of GoK or blacklisted by any state government or central government / department / organization in India from participating in Tender/s, either individually or as member of a Consortium as on the (Last date of submission of tender). We further confirm that we are aware that, our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period.

Dated thisDay of, 20.....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

SICOI FORMAT

For sale in the Course of Import – (Equipment Name) –(Qantity) (Supply order No).

Terms and Conditions:

As part of your order, we wish to stipulate the following terms for the imported items.

1. You shall import the above equipment for the purpose of delivery thereof to us at the following institution
 - a. (Name of the institution
2. It is specially and mutually understood that the above equipment is imported from abroad into India Solely and specifically for the performance of the present contract.
3. Equipment imported as above shall be delivered to us and shall not be diverted for any purpose, subject to our fulfilling other terms of our agreement.
4. The sale to us under this contract will be executed as “Sale in the course of Import” which under current law is exempt under Section 5(2) of the Central Sales Tax Act, 1956. You are therefore required not to realize any Sales tax from us on this Sales
5. The insurance for the transit up to delivery at the above mentioned institutions should be covered by you.
6. You also will make agreement to make payment of customs duty, clearance charges, transportation charges till site and unloading expenses at site. The cost related to the movement of equipments till site will be into your account.
7. Breach of any of the above mentioned conditions should construe as breach of trust.