



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

e- TENDER DOCUMENT
for
Supply and installation of

Queue Management System

(TENDER NO: KMSCL/IT/T/2018/02)

For details;

www.kmscl.kerala.gov.in

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

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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.
- 1.2. This tender is two bid system, which is followed, has been designed to eliminate those bids 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 items tendered. i.e., to ensure 90% uptime in performance/operation of the items tendered.
- 1.3. The payment to the successful tenders will be settled after the successful execution of the ordered items and also against the submission of proper documents as detailed in the tender document. The tender documents are prepared after assessing the market to meet such objectives.

Looking forward for a long standing relation with you.

Best wishes,

Date: 03.12.2018

Managing Director, 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 authorized 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 items 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 and installation of Queue Management System, the details of which are mentioned in Section IV, needed for the government institutions of Kerala on behalf of the Government of Kerala.
- 2.2.2 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/IT/T/2018/02
2.	Cost of tender Document	Rs 500
3.	Earnest Money Deposit	Rs 2000
4.	Validity of EMD	90 days from the date of opening of Technical Bid.
5.	Performance Security	5% of the offered price (for successful tenderers) valid 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	03.12.2018
2.	Date of Pre-tender meeting	11:00 am, 06.12.2018
3.	Tender submission Start Date	11:00 am, 04.12.2018
4.	Tender submission End Date	11.00 am, 14.12.2018
6.	Date of Technical bid opening	02:00 pm, 14.12.2018
7.	Date of opening of the price bid	To be informed to the qualified bidders after technical evaluation.

SECTION IV
DETAILS OF ITEMS TENDERED

4.1. Item (s) tendered:

Sl. No	Description	Qty
1.	Token Dispenser Unit (Wall mounted type with metallic cabinet, Thermal printer should be incorporated, The printing token should have the name of the location, Phone no, Token No, Issued date & time)	3
2.	Token Calling unit with next and recall token calling keys. The device should display the no. of customers are waiting in "Q". The running display should be shown in the calling unit	12
3.	High bright 4" LED display. Display should show separate counter no. and token no. Multi language calling, Volume controller	12

4.2. Schedule of requirements.

Sl. No	Item Specification
1	OP Ticket Counter One dispenser unit, 2 calling and 2 counter display unit
2	OP Consulting (Pediatric OP – 2 rooms, Gynac OP – 2 rooms & General Medicine – 1 room) One dispenser, 5 calling and 5 counter display unit
3	Pharmacy (4 counters) Dispenser – 1, 4 calling and 4 counter display unit
4	Laboratory (1 caller unit and one counter display unit)

The above tendered items have to be installed at Women & Children Govt. Hospital, Ponnani, Malappuram (dist), Kerala. The token dispenser unit should require the provision for adding maximum of 4 token dispensing buttons. Each button should be labeled separately. The tokens generating from individual buttons should be linked to the respective labeled counters.

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>Delivery period</i>	10 days from date of issuance of supply order
5.1.2.	<i>Comprehensive warranty period</i>	3 years
5.1.3.	<i>CMC/AMC period</i>	N.A
5.1.4.	<i>Submission of agreement</i>	10 days from the date of issuance of Letter of Intent
5.1.5.	<i>Payment Installments of Price of items tendered and ratio</i>	100% against supply & submission of proper documents
5.1.6	<i>Time for making payments by Tender Inviting Authority</i>	<i>Within 30 days from the date of submission of proper documents</i>
5.1.7	<i>Maximum time to attend any Repair call</i>	<i>Within 48 hours</i>
5.1.8.	<i>Uptime in a year</i>	<i>90%</i>

5.2. Pre qualification of tenderers:

- 5.2.1 Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in Kerala are eligible to participate in this tender.
- 5.2.2 The tenderer of the items offered should be in the business of the supply and installation of same / similar items for the last three calendar years. Attested documentary proof shall be submitted.
- 5.2.3 The tenderers who have an average annual turnover of Rs 5 lakhs for the last financial year. Proof of the same to be furnished.
- 5.2.4 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 VII should be submitted along with the technical bid)

- 5.2.5 Firm/company who has withdrawn after participating in any of the previous tenders of KMSCL 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 items tendered (Section IV)
- 6.1.5 Specific Conditions of Contract (Section V)
- 6.1.6 General Conditions of Contract (Section VI)
- 6.1.7 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 and the after sales service of the items tendered are contained in this "Tender Document".
- 6.2.2 The tender document is to be downloaded from website www.kmscl.kerala.gov.in. Tenderer shall submit Tender Document cost and EMD through in the form of Demand Draft in favor of the **Managing Director, Kerala Medical Services Corporation, payable at Thiruvananthapuram** as mentioned in Section III. Non submission of tender cost and EMD shall be one of the primary reasons for rejection of the offer in the first round.

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 as mentioned in clause 6.16.

- 6.4.2 In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected.
- 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 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.
- 6.4.5 Bidder shall submit a declaration letter as per the format given as Annexure VI as a proof of having read and accepted the terms and conditions of the tender document.
- 6.4.6 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.7 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 bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6.5 Tender Document Cost

- 6.5.1 Tenderer shall submit Tender document cost in the form of Demand Draft & 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.
- 6.5.2 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

6.6 Earnest Money Deposit (EMD) :

- 6.6.1 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 items tendered is adopted.
- 6.6.2 EMD required for this tender is specified in Section III.

EMD in the form DD/BG shall be submitted in a sealed cover superscribing, "Earnest Money Deposit for Tender no. KMSCL/IT/T/2018/02 DATED.

03.12.2018 for the supply and installation of Queue Management System”. The sealed cover shall be addressed to:-

The Managing Director
Kerala Medical Services Corporation Ltd
Thycaud P.O, Thiruvananthapuram-695014
Kerala

- 6.6.3 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.
- 6.6.4 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.
- 6.6.5 EMD of unsuccessful tenderers will be discharged/ returned as promptly through online transfer.
- 6.6.6 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.
- 6.6.7 No interest will be paid for the EMD submitted.
- 6.6.8 The EMD will be forfeited, if a tenderer;
 - 6.6.8.1 misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.
 - 6.6.8.2 withdraws its bid after the opening of technical bid;
 - 6.6.8.3 a successful tenderer, fails to sign the contract after issuance of Letter of Intent
 - 6.6.8.4 fails to furnish performance security after issuance of Letter of Intent.

6.7 Deadline for submission of tender.

- 6.7.1 Tenders shall be submitted in favor of “ The Managing Director, Kerala Medical Services Corporation Ltd, Thycaud P.O., TVM 14” before the last date and time of submission as mentioned in Section III of this document. The Tender Inviting Authority shall not be held liable for the delay.
- 6.7.2 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.

6.8 Modification and Withdrawal of Bids

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

6.9 Period of Validity of Tender

- 6.9.1 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.
- 6.9.2 The successful tenderer upon entering into 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.
- 6.9.3 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.

6.10 Acceptance / Rejection of tenders:

- 6.10.1 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.
- 6.10.2 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.

6.11 Notices

- 6.11.1 The Tender Inviting Authority shall publish the following information on its website portal at the appropriate time as part of ensuring transparency in the tender process;
 - 6.11.1.1 The tender notices, documents, corrigendum, addendum etc if any.
 - 6.11.1.2 Amendments to the tender conditions, if any, especially after the pre-tender meeting.
 - 6.11.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
 - 6.11.1.4 List of tenderers qualified for financial bid opening and reasons for rejection of unqualified tenderers.
 - 6.11.1.5 Summary of price bid opening
- 6.11.2 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
- 6.11.3 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.

6.12 Other terms and Conditions

- 6.12.1 All the terms and conditions in respect of warranty/guarantee etc mentioned in Section IV and Section V shall be complied with.
- 6.12.2 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.
- 6.12.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties etc.
- 6.12.4 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.

6.13 Tendering System

- 6.13.1 The tenders / bids are to be submitted in two covers.
- 6.13.2 PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the as mentioned in 6.16. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions
- 6.13.3 PART II titled as PRICE BID has to be submitted in separate cover. The Price Bid shall be submitted as per the format in Annexure VIII. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.13.4 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.

6.14 Pre Tender Meeting

- 6.14.1 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.
- 6.14.2 Date of pre-tender meeting is mentioned in Section III.
- 6.14.3 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.

- 6.14.4 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.
- 6.14.5 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.
- 6.14.6 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 Amendment of tender documents:

- 6.15.1 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.
- 6.15.2 The amendments shall be published in the website of the Corporation.
- 6.15.3 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 the 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.

6.16 Contents of online Bid submission.

- 6.16.1 Tender Document cost
- 6.16.2 Earnest Money Deposit
- 6.16.3 Checklist as per Annexure I
- 6.16.4 General information about the tenderer as per Annexure II.
- 6.16.5 Offer form as per the Annexure III in tender document.
- 6.16.6 Details of Service centers as per Annexure IV.
- 6.16.7 Annual turnover statement for last year certified by the auditor as per Annexure V.
- 6.16.8 Declaration Letter as per Annexure VI.
- 6.16.9 Price Bid format as per Annexure VII.
- 6.16.10 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.
- 6.16.11 Copy of IT returns filed for the last completed year.
- 6.16.12 Documents proving that the bidder is in the business of the supply and installation of same / similar items.

6.17 Opening of Tender

- 6.17.1 The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.
- 6.17.2 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. Tenderers or his/her representative shall come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.17.3 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.
- 6.17.4 In the event of the tender and claims in the submitted 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.
- 6.17.5 The tenderer shall be responsible for properly submitting the relevant documents in the format specified in this document in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the bids.
- 6.17.6 The date and time of Price Bid will be announced only after the opening of the Technical Bids.

6.18 Evaluation of tender

6.18.1 Bid Evaluation Committee:

- 6.18.1.1 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.
- 6.18.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the items offered, the experience and reputation of tenderer in the field, the financial solvency etc.
- 6.18.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

6.18.2 Purchase Committee:

- 6.18.2.1 In case of major purchases, the decisions of the Bid evaluation Committee will be further scrutinized by the Purchase Committee
- 6.18.2.2 In such cases, the decisions of the Purchase Committee will also be published.
- 6.18.2.3 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.

6.18.2.4 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.

6.18.2.5 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.

6.19 Clarification of Bids

6.19.1 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.

6.19.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6.20 Price Bids

6.20.1 The Price bids 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.

6.20.2 The opening of the price bid shall be done 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, conducted by the Tender Inviting Authority shall be opened in the second round.

6.20.3 Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply and fulfillment of warranty/guarantee and after sales service to the satisfaction of the end user.

6.20.4 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.

6.20.5 Price variation due to statutory changes including customs duty or GST will be accepted during the contract period before releasing the Letter of Intent/supply order on receipt of proper documents.

6.20.6 There shall also be no hidden costs.

6.20.7 Tenderer shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

6.20.7.1 **Basic Price:** The price of the items quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories mentioned in the technical specification section IV. Basic price

shall also include loading unloading& stacking, all other taxes, duties & levies and incidental services if applicable.

- 6.20.7.2 GST: Applicable GST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).
- 6.20.7.3 The total amount will be calculated and will be taken for evaluation and bid ranking.
- 6.20.7.4 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.

6.21 Award of Contract

- 6.21.1 Criteria:-The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.
- 6.21.2 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.

6.22 Notification of Award/Letter of Intent (LOI)

- 6.22.1 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 items, 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.
- 6.22.2 The successful tenderer, upon receipt of the LOI, shall submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
- 6.22.3 The Notification of Award shall constitute the conclusion of the Contract.

6.23 Signing of Contract

- 6.23.1 The successful tender shall execute an agreement with the tender inviting authority for ensuring satisfactory supply and the after sales service/support during the warranty period.
- 6.23.2 Promptly after notification of award, within fifteen days from the date of the letter of intent, the successful tenderer shall return the submit two copies of the contract with a duplicate copy, both on Rs 200/- 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.

- 6.23.3 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.
- 6.23.4 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.
- 6.23.5 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:
- 6.23.5.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
 - 6.23.5.2 Incidental services to be provided by the successful tenderer
 - 6.23.5.3 Mode of Supply
 - 6.23.5.4 Place of delivery
 - 6.23.5.5 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.
- 6.23.6 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.
- 6.23.7 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.

6.24 Delivery

- 6.24.1 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 items arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

- 6.24.2 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.
- 6.24.3 The successful tenderer is required to deliver the items at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order'.
- 6.24.4 The goods will not be accepted after the date of issuance of notice of termination under cl. 6.34, 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:-
- 6.24.4.1 To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- 6.24.4.2 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.
- 6.24.4.3 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.

6.25 Payment

- 6.25.1 The payment shall be released within thirty days from the date of supply of the items ordered with its all necessary accessories at the location specified in the supply order.
- 6.25.2 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.
- 6.25.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered.
- 6.25.4 The successful tenderer shall not claim any interest on payments under the contract.
- 6.25.5 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.
- 6.25.6 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.

6.25.7 While claiming reimbursement of duties, taxes etc. (like GST, 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.

6.26 After Sales Service conditions:

6.26.1 The corporation attaches paramount importance to the after sales service of the items installed to ensure smooth operation afterwards. The successful tenderer is required to attend all repairs, if any, that may arise during the warranty period free of cost.

6.26.2 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 items for the prescribed period need only participate in the tender.

6.26.3 Failure to provide satisfactory after sales services during the warranty period will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.

6.27 Guarantee/Warranty terms:

6.27.1 The successful tenderer has to warrant that the items 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.

6.27.2 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.

6.27.3 All the items 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. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.

6.27.4 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.7. In case, the repair/fault duration is likely to exceed 48 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.

6.27.5 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.5.1.7, 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.

- 6.27.6 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.7, 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.
- 6.27.7 Failure to attend the repairs in time or failure to replace the defective item or to provide stand by item if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to blacklisting/debarring of the defaulting tenderer.

6.28 Corrupt or Fraudulent Practices

- 6.28.1 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:
- 6.28.2 "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
- 6.28.3 "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;
- 6.28.4 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.
- 6.28.5 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.

6.29 Force Majeure

- 6.29.1 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.
- 6.29.2 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.
- 6.29.3 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.
- 6.29.4 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.

6.30 Resolution of disputes

- 6.30.1 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.
- 6.30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the 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.
- 6.30.3 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.

6.30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

6.31 Applicable Law & Jurisdiction of Courts

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

6.31.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram.

6.32 General/ Miscellaneous Clauses

6.32.1 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.

6.32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.32.3 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.

6.32.4 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.

6.32.5 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.

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

6.33 Penalties for non-performance

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

6.33.1.1 imposition of liquidated damages,

6.33.1.2 forfeiture of EMD

6.33.1.3 termination of the contract

6.33.1.4 blacklisting/debarring of the tenderer

6.33.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to

rejection of tenders in the first round itself and/or may lead to forfeiture of EMD as well as result in black listing/debarring of the tenderer.

- 6.33.3 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD or leading to black-listing/ debarring .
- 6.33.4 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:
- 6.33.5 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 item(s) 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.
- 6.33.6 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/ items from such tenderers.
- 6.33.7 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.

6.34 Termination of Contract

- 6.34.1 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.
- 6.34.2 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.

- 6.34.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
- 6.34.4 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.
- 6.34.5 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 inter alia, 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.
- 6.34.6 Further details could be obtained from the office of the Managing Director of Kerala Medical Services Corporation Ltd during office hours at 0471-2945600, 2945646.

6.35 Fall Clause

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

Managing Director, KMSCL & (Tender Inviting Authority)

Annexure I

CHECK LIST

Name of the Tenderer:		
Sl. No	Item	Whether included Yes / No
1	Tender document cost as per Section III	
2	EMD as per section III	
3	Check list as per Annexure I	
4	General Information about the tenderer as per Annexure II	
5	Offer form as per Annexure III	
6	Service Centre Details as per Annexure IV	
7	Annual turnover Statement for last year as per Annexure V	
8	Declaration as per Annexure VI	
9	Affidavit as per Annexure VII	
10	Price Bid as per Annexure VII	
11	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.	
12	IT Returns for the Assessment Year 2017-18	
13	Any other documents requested as per tender cl 6.16	
14	Documents proving that the bidder is in the business of the supply and installation of same / similar items.	

Annexure II

KERALA MEDICAL SERVICES CORPORATION LTD GENERAL INFORMATION ABOUT THE TENDERER

1	<i>Name of the Tenderer</i>	
2.	<i>Registered Address of the company: (Address, tel, fax, e-mail, website)</i>	
3.	<i>Office Address</i> <i>E-mail Website</i>	
4.	<i>Contact Person</i> <i>Designation Mobile Phone No Telephone No Fax No e-mail</i>	
5.	<i>Whether the tenderer Original Equipment Manufacturer or the authorised dealer/representative? If authorised dealer/representative, then name of the Principals/OEM</i>	
6.	<i>Registration No. & Date of Incorporation of Company</i>	
7.	<i>Principal Place of Business</i>	
8.	<i>Type of Company (Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.)</i>	
9.	<i>Whether any criminal case was registered against the company or any of its promoters in the past</i>	Yes/ No
10.	<i>Other relevant Information provided *</i>	

* (please avoid submission of detailed leaflets/brochures etc, if possible)

Date :

Office seal

Signature of the tenderer/ Authorised signatory

Annexure III
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 of conforming the detailed technical specification mentioned in section IV of the tender document. The details of the items offered are as follows.

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

Date :

Office seal

Signature of the tenderer/Authorized signatory

Annexure IV

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

Annexure-V

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	2017 – 2018	
	Total	

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Seal:

Annexure VI

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/IT/T/2018/02 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

Annexure VII

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

Annexure VIII
KERALA MEDICAL SERVICES CORPORATION LTD
PRICE BID FORM

To

The Managing Director,
(Tender Inviting Authority)
Kerala Medical Services Corporation Ltd
Thycaud .P.O.
Thiruvananthapuram -685014
Kerala

Sir,

Having examined and read the tender document for the supply installation and commissioning of at Kerala Medical Services Corporation Ltd, we here offer our best price for the items mentioned herein as follows.

I. BEST PRICE OFFERED

<i>Sl. No</i>	<i>Name of the item</i>	<i>Unit (A)</i>	<i>Qty (B)</i>	<i>Basic Price including packing & forwarding (C) (Rs)</i>	<i>CGST (D) (Rs)</i>	<i>SGST (E) (Rs)</i>	<i>Total Value* (F = B*(C+D+E) (Rs)</i>
1	Token Dispenser Unit						
2	Teller Unit						
3	Counter Display Unit						
4	Installation & Commissioning Charges						

* (inclusive of all other charges)