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

**e- TENDER DOCUMENT**  
*for*  
Rate Contract for the Supply & Installation of  
**Phototherapy Unit Double Surface**  
*(TENDER NO: KMSCL/EP/T55/101/2013)*

<table>
<thead>
<tr>
<th><strong>Name of Tenderer:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Signature of Tenderer:</strong></td>
</tr>
</tbody>
</table>

| **Last date & time for Online bid submission** | 05:00 pm; 31/12/2013 |  
| **Last date and time for submission of documents at KMSCL Head Office:** | 11:00 am; 03/01/2014 |  
| **Date of online technical bid opening:** | 11:00 am; 03/01/2014 |

For details;  
[www.etenders@.kerala.gov.in](http://www.etenders@.kerala.gov.in) / [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in)  

E-mail: [etenders_ep@kmscl.kerala.gov.in](mailto:etenders_ep@kmscl.kerala.gov.in)
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TENDER INVITING NOTICE

KERALA MEDICAL SERVICES CORPORATION LTD.
(Office of Health & Family Welfare, Govt. of Kerala)
THYCAUD P.O., THIRUVANANTHAPURAM - 695014
Tel: 0471-3645505, 3645550 Fax: 3645347
Website: www.kmscl.kerala.gov.in
E-mail: etenders_ep@kmscl.kerala.gov.in


E-TENDER NOTICE
RATE CONTRACT FOR VARIOUS HOSPITAL EQUIPMENTS

Online bids are invited for the supply and installation of the following equipment for various government healthcare institutions across Kerala.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Tender No.</th>
<th>Description</th>
<th>Pre Tender Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>T 53/2013</td>
<td>Dental Equipments</td>
<td>11.00 AM, 11th Dec 2013</td>
</tr>
<tr>
<td>2</td>
<td>T 54/2013</td>
<td>Plastic Surgery Equipments</td>
<td>11.00 AM, 11th Dec 2013</td>
</tr>
<tr>
<td>3</td>
<td>T 55/2013</td>
<td>Neonatal Equipments</td>
<td>11.00 AM, 12th Dec 2013</td>
</tr>
</tbody>
</table>

Last date & time for Online submission: 5.00 P.M., 31st December 2013

No exemption in remittance of Tender Document cost is allowed for any firm. 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. 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, upgradation 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/-
R. KAMALAHAR IFS

Date: 04/12/2013	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 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.

2.1.2 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 Rate Contract: This tender is also a ‘Rate Contract’. The tenderers are expected to quote their best rates for the equipments, the technical specifications, quantity and locations of the equipments, under the first instance of supply are also mentioned in Section IV of this tender document. The tenderers have the option to extend the period of price firmness for a further period upto 2 year (inclusive of the minimum price firmness period of 180 days), during which either KMSCL or any of the user institutions under the Government of Kerala, may place orders for the supply and installation of the same equipments procured under this tender.

2.2.3 If the Tender Inviting Authority/User Institution choose to place orders for supply, installation and commissioning, 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 such agencies/institutions, placing the repeat order.

2.2.4 The rate contractors 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 any other User institution under the government.

****** ***** ****** *****
## SECTION III

### TENDER SCHEDULE

#### 3.1. Tender Details

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Cost of tender Document</td>
<td>` 420/- (inclusive 5% VAT)</td>
</tr>
<tr>
<td>3.</td>
<td>Total Estimated Cost</td>
<td>` 0.27 lakhs</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>` 1,500/-</td>
</tr>
<tr>
<td>5.</td>
<td>Performance Security</td>
<td>5% of the offered price (for successful tenderers)</td>
</tr>
<tr>
<td>6.</td>
<td>Validity of Performance Security</td>
<td>Upto 90 days after the date of completion of the contractual obligations</td>
</tr>
</tbody>
</table>

#### 3.2. Important dates:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Date and time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of release of tender</td>
<td>From 10:00 am; 04/12/2013</td>
</tr>
<tr>
<td>2.</td>
<td>Date of Pre-tender meeting</td>
<td>11:00 am; 12/12/2013</td>
</tr>
<tr>
<td>3.</td>
<td>Online tender submission Start Date</td>
<td>11:00 am, 23/12/2013</td>
</tr>
<tr>
<td>4.</td>
<td>Online tender submission End Date</td>
<td>05:00 pm, 31/12/2013</td>
</tr>
<tr>
<td>5.</td>
<td>Last date for submission of technical documents at KMSCL Head Office</td>
<td>11:00 noon, 03/01/2014</td>
</tr>
<tr>
<td>6.</td>
<td>Date of online Technical bid opening</td>
<td>11:00 noon, 03/01/2014</td>
</tr>
<tr>
<td>7.</td>
<td>Date of demonstration of Equipment</td>
<td>To be informed to the qualified tenderers qualifying after opening of technical bids</td>
</tr>
<tr>
<td>8.</td>
<td>Date of opening of the price bid</td>
<td>To be informed to the qualified tenderers qualifying after demonstration</td>
</tr>
</tbody>
</table>
SECTION IV
DETAILS OF EQUIPMENTS TENDERED

4.1 Equipment(s) tendered:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Equipment Code</th>
<th>Description</th>
<th>Total Est. Cost (₹)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>101</td>
<td>Phototherapy Unit Double Surface</td>
<td>0.27 Lakhs</td>
<td>1</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Activity</th>
<th>Time Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1.1.</td>
<td>Installation &amp; Delivery period</td>
<td>4 weeks from date of issuance of Supply Order</td>
</tr>
<tr>
<td>5.1.2.</td>
<td>Comprehensive warranty period</td>
<td>3 year.</td>
</tr>
<tr>
<td>5.1.3.</td>
<td>CMC/AMC period</td>
<td>5 year</td>
</tr>
<tr>
<td>5.1.4.</td>
<td>Frequency of visits to all User Institution concerned during Warranty/CMC or AMC</td>
<td>One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.</td>
</tr>
<tr>
<td>5.1.5</td>
<td>Frequency of payment of CMC or AMC charges</td>
<td>Every six months after completion of the period</td>
</tr>
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<td>5.1.6</td>
<td>Submission of Performance Security and entering into contract</td>
<td>10 days from the date of issuance of Letter of Intent</td>
</tr>
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<td>5.1.7</td>
<td>Payment Installments of Price of equipments and ratio</td>
<td>2 Installments and in the ratio 60: 40</td>
</tr>
<tr>
<td>5.1.8</td>
<td>Time for making payments by Tender Inviting Authority</td>
<td>Within 30 days from the date of submission of proper documents</td>
</tr>
<tr>
<td>5.1.9</td>
<td>Maximum time to attend any Repair call</td>
<td>Within 48 hours</td>
</tr>
<tr>
<td>5.1.10</td>
<td>Uptime in a year</td>
<td>95%</td>
</tr>
</tbody>
</table>

#### 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 and 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.

5.2.3 Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.10 without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD as DD or Bank Guarantee/Bankers cheque.

5.2.4 The tenderers who have an average annual turnover of ` 25 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 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.

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 year 2009-2010 & 2010-2011 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.

***** ***** ***** ***** *****

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.etenders@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’

6.3 Responsibility of verification of contents of tender document:
6.3.1 The purchasing 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 & the documents to be submitted physically as mentioned in clause 6.18.

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 by a gazetted officer or the client institution/organization where the same have been supplied and installed. Suppliers who supplied equipments in the past to the Government of Kerala Health care institutions need to compulsorily submit performance certificate of the equipments they supplied from the heads of institutions concerned as mentioned in the Specific Conditions of Contract.

6.4.5 The tender once submitted will not be altered in any case and should not have any scope of ambiguity, cutting or overwriting. In case of overwriting /cutting if any, it must be authenticated with signature of the tenderer.

6.4.6 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.
6.4.7 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.

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

6.4.9 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.

6.5 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 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. Bidder also ensures that your banker inputs the account number (which is case sensitive) as displayed or appears in the remittance from.

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 remittance.

6.5.1.5 **Only NEFT remittance allowed:** RTGS payments, Account to Account transfers or cash payments are not allowed and are invalid mode of payments. Hence, the remittance form provided by e-procurement system is to be used only for NEFT payment.

6.5.1.6 **UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, without any truncation or addition, in the e-procurement system for tracking the payment.
6.5.1.7 **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.

6.7 **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.
6.7.9 The EMD provided could be converted and validity / period extended as performance security. A tenderer may refuse the request to convert the tender as a rate contract beyond six months without forfeiting its EMD. A tenderer granting the request for conversion as Rate Contract is not required or permitted to modify its bid.

6.8 Deadline for submission of tender.

6.8.1 Tenders shall upload all the necessary documents in the e tender portal before the last date & time for online submission and the technical documents mentioned must be received in the office of the Tender Inviting Authority before the last date & time of online technical bid opening of tender at the above address at Thiruvananthapuram not later than the time and date specified in the Tender Schedule (Section III).

6.8.2 Technical documents sent by Registered post or by Courier, should reach the above office on or before the time and date stipulated for the receipt of Tender. The Tender Inviting Authority shall not be held liable for the delay in transit where the Tender is sent by post or courier.

6.8.3 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 prospective tenderers may extend the price firmness period up to a maximum of 24 months (inclusive of the minimum period of price firmness of 180 days) from the date of opening of price bid, with an objective to convert the offer as a ‘rate contract’. In such an event, the successful tenderer shall be willing to execute all supply orders placed either by the Tender Inviting Authority or any of the heads of any of the User Institution under the Department of Family Welfare and Health, Government of Kerala, at the same terms and conditions as agreed upon under this contract with the Tender Inviting Authority.

6.10.3 The successful tenderer upon entering into a rate 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.

6.10.4 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 technical qualified bidders.

6.12.1.7 Provisional rates and provisional list of L1 bidders and equipments and rates offered.

6.12.1.8 Final Rate Contract list.

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, Sales Tax, Customs Duties etc. 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 two parts, A&B. The documents in part A shall be submitted in the e-tender portal (as mentioned in 6.17) and part B(as mentioned in 6.18) of the documents have to be submitted in a cover at the office of Tender Inviting Authority. 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 tilted 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 Tenderer shall also submit technical documents as mentioned in Part B of Annexure in a sealed cover super scribed as “Tender No………………. (here mention the tender no as specified in Section III) TECHNICAL BID (PART B) for
supply of ...........................................(here mention the name of the item)” and marked properly and shall be addressed to:

The Managing Director
Kerala Medical Services Corporation Ltd
Thycaud.P.O.,
Thiruvananthapuram - 695 014
Kerala State
Tel: 0471-2337353, 3045600 Fax: 3045647
Email: etenders_ep@kmscl.kerala.gov.in

6.14.7 The cover shall indicate the name and address of the tenderer to enable the Tender Inviting Authority to return the same unopened to the tenderer in the event it arrives later than the stipulated time and date or is declared invalid otherwise.

6.14.8 The tenderers who do not submit the technical bid(part B) which reaches beyond the stipulated date and time will be treated non-responsive.

6.14.9 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.

6.18 Contents of Technical Bids.

6.18.1 Tenderer shall provide a Check List as per Annexure IV as facing sheet for the technical documents submitted so as to enable the Tender Inviting Authority to prima facie verify the compliance of submission of requisite following documents at the time of opening of technical bids.

6.18.1.1 Power of Attorney as per format in Annexure VIII.

6.18.1.2 Notary attested 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.
6.18.3 Notarized audited copies of the P&L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.

6.18.4 Notary attested copy of IT returns filed for the last three completed years.

6.18.5 Details of Service centers as per the format given in e tender portal

6.18.6 Documents showing service centre facilities in Kerala/South India

6.18.7 Technical literature, product data sheet with original brochure and other documents proving that the equipment tendered meet all the technical parameters as laid down under Section IV.

6.18.8 Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications.

6.18.9 The documents such as supply orders, performance reports 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.

6.18.10 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)

6.18.2 The Tender shall sent all the above documents sent by registered post or by courier to the above address or dropped in a box specifically kept at the Head Office of Kerala Medical Services Corporation Ltd at Thycaud, Thiruvananthapuram -14. Tender sent by telex or fax or email is void.

6.19 Opening of Tender

6.19.1 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.

6.19.2 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.

6.19.3 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.

6.19.4 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.
6.19.5 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.

6.19.6 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.

6.20 Evaluation of tender

6.20.1 Bid Evaluation Committee:

6.20.1.1 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.

6.20.1.2 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.

6.20.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

6.20.2 Technical Committee:

6.20.2.1 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.

6.20.2.2 The composition of technical committee may vary with the type of the equipment tendered.

6.20.2.3 The decisions of the technical committee will also be published.

6.20.3 Purchase Committee:

6.20.3.1 In case of major purchases, the decisions of the Bid evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee.

6.20.3.2 In such cases, the decisions of the Purchase Committee will also be published.

6.20.3.3 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.

6.20.3.4 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.

6.20.3.5 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.

6.21 Clarification of Bids

6.21.1 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.

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

6.22 Demonstration of technical specifications and performance:

6.22.1 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 surgical accessories offered meets the 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.

6.22.2 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. 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.

6.22.3 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.

6.22.4 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.

6.22.5 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
6.23 Price Bids

6.23.1 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.

6.23.2 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.

6.23.3 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.

6.23.4 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.

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

6.23.6 Price variation due to statutory changes will be accepted during the Rate Contract period before releasing the Letter of Intent on receipt of proper documents.

6.23.7 There shall also be no hidden costs.

6.23.8 Tenderer shall quote prices in all necessary fields in the available format. All white 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:

6.23.8.1 **Basic Price:** The price of the 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, insurance and other local costs incidental to delivery of the goods to their final destination, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods.

6.23.8.2 **Excise duty:** Applicable excise / customs duty shall be offered in this column in numeric values and in Rupees. In such cases the Tender Inviting Authority may arrange to get the customs duty on the supplied to be made, be exempted from Government Authorities and certificate to the effect will be provided to the tenderer on award of contract.
6.23.8.3 **VAT**: Applicable Value Added Taxes shall be quoted in this column in numeric values and in Rupees.

6.23.8.4 Freight Charges (loading, unloading & stacking): The transportation cost including the loading, unloading & stacking till the goods reaches the site identified by the user institution for installation shall be offered in this column and shall be in Rupees and in numeric values.

6.23.8.5 Any other taxes / Duties / Levies: All other taxes, duties and levies if any applicable shall be offered in this column in numeric value and in Rupees.

6.23.8.6 Other taxes 2: Any other applicable taxes if any shall be offered in this column in numeric value and in Rupees.

6.23.8.7 IIIrd party i.e DGS&D / RITES etc inspection charges @0.34% + Service Tax: Any other applicable charges shall be offered in this column in numeric value and in Rupees.

6.23.8.8 Less for cenvat credit, if any respect of supplies under full excise duty category: Any deductions can be offered in this column in rupees and in numeric values.

6.23.8.9 The total amount will be calculated automatically and will be taken for evaluation and bid ranking.

6.23.9 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 unquoted.

### 6.24 CAMC / AMC Rates

6.24.1 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:

6.24.2 The Total CAMC rates ie. Inclusive of tax if mentioned, offered shall be taken into account while tabulating and comparing prices for deciding the lowest qualified tenderer. The method of calculation and ranking taking into account of the offered discount is shown in Appendix III.

6.24.3 In case the tenderer does not submit CAMC rates in any of the respective columns in the prescribed price bid format, while evaluating it is considered as zero.

### 6.25 Discount Slab

6.25.1 The tenderer shall also quote further discount rates for additional quantity may required in Rate contract period. The discount rates for the additional quantities be quoted in the respective slab columns, which shall be deducted from the
offered unit cost. The discounted rate for the additional quantity shall be calculated by adding the present slab rates and previous slab rates.

Eg: Slab 1 = 2%, Slab 2 = 3%, Slab 3 = 1.5%

For Slab 1 - effective discount = 2%
For Slab 2 - effective discount = 2 + 3 = 5%
For Slab 3 - effective discount = 1.5 + 3 + 2 = 6.5%

These rates will be considered for Ranking/Evaluation purpose. The method of calculation and ranking taking into account of the offered discount is shown in Appendix III.

6.25.2 In case the tenderer does not submit discount rates in any of the slabs in the prescribed price bid format, it is considered as zero percentage.

6.25.3 The rates of discounts offered on the basis of varied quantity.

6.26 Award of Contract

6.26.1 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.

6.26.2 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.

6.26.3 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.

6.26.4 If orders (LOI) are issued by the Tender Inviting Authority within the period of 60 days from the issuance of first supply order then the discount slab will be applicable for all the quantity issued, including the tender quantity during this period. In such case the supply order(s) already issued will not be changed and the discount amount will be deducted as excess claim when settling the payment to the successful tenderer.

6.26.5 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/rate 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.
6.27 Notification of Award/Letter of Intent (LOI)

6.27.1 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 therein 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.

6.27.2 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.

6.27.3 The Notification of Award shall constitute the conclusion of the Contract.

6.28 Signing of Contract

6.28.1 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.

6.28.2 The successful tenderer shall submit bank guarantee in the format as per Annexure III a performance security prescribed under cl.6.25.

6.28.3 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 ` 100/- 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.

6.28.4 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.

6.28.5 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.

6.28.6 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.

6.28.7 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:

6.28.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.28.7.2 Mode of Demonstration/PDI

6.28.7.3 Incidental services to be provided by the successful tenderer

6.28.7.4 Mode of Installation

6.28.7.5 Place of delivery

6.28.7.6 Converting the installation of the accessories in all or any of the locations as turnkey project and

6.28.7.8 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.28.8 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.

6.28.9 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.

6.29 Performance Security

6.29.1 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’.

6.29.2 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.

6.29.3 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.

6.29.4 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.

6.29.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
6.29.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.

6.29.5.2 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.

6.29.5.3 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.

6.29.5.4 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.

6.29.5.5 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.

6.30 Delivery and Installation

6.30.1 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.

6.30.2 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.

6.30.3 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.

6.30.4 A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location.

6.30.5 A sticker (as per Annexure XIII) issued by KMSCL showing the service details should be affixed on the equipment and its accessory units.

6.30.6 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.

6.30.7 The installation report and one month performance reports shall be submitted in a single sheet printed back to back and shall be submitted individually for each equipment installed.

6.30.8 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.

6.30.9 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.

6.30.10 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.

6.30.11 The goods will not be accepted after the date of issuance of notice of termination under cl. 6.35, 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:

6.30.12 To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

6.30.13 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.

6.30.14 To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer.

6.31 Payment

6.31.1 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.

6.31.2 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.

6.31.3 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.

6.31.4 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.

6.31.5 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.

6.31.6 The successful tenderer shall not claim any interest on payments under the contract.
6.31.7 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.

6.31.8 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.

6.31.9 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, 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.

6.31.10 The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following two exigencies;

6.31.11 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.

6.31.12 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.

6.32 After Sales Service conditions:

6.32.1 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.

6.32.2 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.

6.32.3 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.

6.32.4 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.

6.33 Guarantee/Warranty terms:

6.33.1 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.

6.33.2 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.

6.33.3 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.

6.33.4 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).

6.33.5 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.

6.33.6 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.

6.33.7 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.

6.33.8 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.

6.33.9 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.

6.33.10 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.

6.33.11 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.

6.33.12 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.

6.33.13 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.
6.33.14 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.

6.33.15 Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.

6.33.16 The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format in Annexure XV.

6.33.17 The tenderer shall submit the parameters which require calibration and the frequency of calibration required as per the format in Annexure XVI.

6.33.18 The tenderer shall submit the details of all major spares as per the format in Annexure XIV in the price bid cover.

6.33.19 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.

6.33.20 The offered warranty includes

6.33.21 Visits to the user institutions at frequencies prescribed under cl.5.1. as part of preventive maintenance.

6.33.22 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.

6.33.23 Quality Assurance test (if applicable).

6.33.24 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.

6.33.25 The exclusion of warranty of any vital equipment parts will be compared with offers of other tenderers during evaluation of the bids and this may be taken into consideration in deciding the successful tenderer on the basis of expert advice.

6.33.26 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.

6.33.27 All software updates, if any required, should be provided free of cost during Warranty period.
6.34 Annual Maintenance Contract (CMC & AMC)

6.34.1 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.

6.34.2 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.

6.34.3 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.

6.34.4 The cost of CMC, AMC, accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any. The taxes to be paid extra, to be specifically indicated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

6.34.5 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.

6.34.6 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.

6.34.7 Cost of CMC (excluding taxes, if any) will be considered for Ranking/Evaluation purpose. The method of calculation and ranking taking into account the charges offered for CMC (excluding taxes) is shown in Appendix III.

6.34.8 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.
6.35 **Spare parts/Reagents**

6.35.1 The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.

6.35.2 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.

6.35.3 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.

6.35.4 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.

6.35.5 The method of evaluation and comparison of prices taking into consideration the cost of the reagents is as illustrated in Appendix III.

6.36 **Training**

6.36.1 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.

6.36.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first 60% payment.

6.37 **Imported Equipments**

6.37.1 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.

6.37.2 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.
6.37.3 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.

6.37.4 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.

6.37.5 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.

6.37.6 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.

6.37.7 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.

6.38 **Intellectual Property Rights (IPR)**

6.38.1 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.

6.38.2 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.

6.38.3 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.
6.39 Corrupt or Fraudulent Practices

6.39.1 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:

6.39.2 “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

6.39.3 “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;

6.39.4 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.

6.39.5 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.

6.40 Force Majeure

6.40.1 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.
6.40.2 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.

6.40.3 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.

6.40.4 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.

6.41 Resolution of disputes

6.41.1 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.

6.41.2 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.

6.41.3 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.

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

6.42 Applicable Law & Jurisdiction of Courts

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

6.42.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram.
6.43 **General/ Miscellaneous Clauses**

6.43.1 Nothing contained in this Contract shall be construed 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.

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

6.43.3 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.

6.43.4 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.

6.43.5 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.

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

6.44 **Penalties for non-performance**

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

6.44.1.1 imposition of liquidated damages,

6.44.1.2 forfeiture of EMD/performance security

6.44.1.3 termination of the contract

6.44.1.4 blacklisting/debarring of the tenderer

6.44.2 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.

6.44.3 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.
6.44.4 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:

6.44.5 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.

6.44.6 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.

6.44.7 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.

6.45 Termination of Contract

6.45.1 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.

6.45.2 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.

6.45.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
6.45.4 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.

6.45.5 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.

6.45.6 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.

**6.46 Fall Clause**

6.46.1 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/-

R. KAMALAHAR IFS

Managing Director, KMSCL & (Tender Inviting Authority)
PHOTOTHERAPY UNIT DOUBLE SURFACE

1. Phototherapy should be based on advanced CFL tube/LED technology
2. It should have minimum 8 nos. of medical grade Blue CFL lamps on source modules. For LED technology the irradiance should cover the entire treatment area.
3. Should have a height adjustable mechanism, treatment distance to the range of 25 to 45 cms should be possible.
4. Wave length of CFL lamps should be in the range of 420 - 470 nm and irradiance level should be higher than normal blue tube lights.
5. The unit should provide a minimum of irradiance 10 Watts/m2
6. The irradiance should be measured and reported to the user institution at the time of installation and thereafter during every subsequent warranty/CMC/AMC visit and all breakdown visits.
7. Lamp source should be continuous tiltable to ± 90 degree angle to cover the entire treatment area.
8. System should be height adjustable with built-in non resettable timer
9. Baby bed should be transparent with up / down tiltable facility
10. Should work with input 200 to 240 Vac 50 Hz supply.
11. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Test report from ETDC. Copy of the certificate / test report shall be produced along with the technical bid.
12. The measurement of irradiance should be demonstrated to the technical committee during product demonstration.
**APPENDIX: II**  
**SCHEDULE OF REQUIREMENTS**

**Phototherapy Unit Double Surface**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Renewal of Rate Contract</td>
</tr>
</tbody>
</table>
KERALA MEDICAL SERVICES CORPORATION LTD

SAMPLE PRICE EVALUATION

The price bid evaluation will not be on the basis of price quoted for the equipment. The NPV of CMC for the period mentioned in cl 5.1, Discount Rates as mentioned in cl. 5.6 and the cost of the main reagents and consumables (if asked to quote separately in price bid form Annexure XIV) will be considered as follows. In the sample calculation the warranty is taken as 3 years and CMC as 7 years after the warranty period.

<table>
<thead>
<tr>
<th>Description</th>
<th>Firm I</th>
<th>Firm II</th>
<th>Firm III</th>
<th>Firm IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit equipment cost (A)</td>
<td>995000.00</td>
<td>1090000.00</td>
<td>1050000.00</td>
<td>995000.00</td>
</tr>
<tr>
<td>IV year CMC</td>
<td>35000.00</td>
<td>25000.00</td>
<td>40000.00</td>
<td>35000.00</td>
</tr>
<tr>
<td>V year CMC</td>
<td>40000.00</td>
<td>25000.00</td>
<td>40000.00</td>
<td>40000.00</td>
</tr>
<tr>
<td>VI year CMC</td>
<td>50000.00</td>
<td>30000.00</td>
<td>40000.00</td>
<td>50000.00</td>
</tr>
<tr>
<td>VII year CMC</td>
<td>60000.00</td>
<td>35000.00</td>
<td>40000.00</td>
<td>60000.00</td>
</tr>
<tr>
<td>VIII year CMC</td>
<td>70000.00</td>
<td>40000.00</td>
<td>50000.00</td>
<td>70000.00</td>
</tr>
<tr>
<td>Applicable Discount Rate (B *)</td>
<td>11.50</td>
<td>9.50</td>
<td>10.50</td>
<td>0.00</td>
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<tr>
<td>Effective Unit cost after Discount (C)</td>
<td>8,80,575</td>
<td>9,86,450</td>
<td>9,39,750.00</td>
<td>995000.00</td>
</tr>
<tr>
<td>NPV @ 8% (D) *</td>
<td>1,57,286</td>
<td>96,328.33</td>
<td>1,32,184.37</td>
<td>1,57,286</td>
</tr>
<tr>
<td>Effective value for calculating L1 (C + D)</td>
<td>10,37,861</td>
<td>10,82,778.33</td>
<td>10,71,934.31</td>
<td>11,52,286.10</td>
</tr>
</tbody>
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Status

<table>
<thead>
<tr>
<th></th>
<th>L1</th>
<th>L3</th>
<th>L2</th>
<th>L4</th>
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</thead>
<tbody>
<tr>
<td>Firm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>5.00 %</td>
<td>4.00 %</td>
<td>3.00 %</td>
<td>2.00 %</td>
</tr>
<tr>
<td>II</td>
<td>1.00 %</td>
<td>2.00 %</td>
<td>3.00 %</td>
<td>4.00 %</td>
</tr>
<tr>
<td>III</td>
<td>3.00 %</td>
<td>3.00 %</td>
<td>3.00 %</td>
<td>3.00 %</td>
</tr>
<tr>
<td>IV</td>
<td>0.00 %</td>
<td>0.00 %</td>
<td>0.00 %</td>
<td>0.00 %</td>
</tr>
</tbody>
</table>

*B = 0.9 * Slab 1 + 0.8 * Slab 2 + 0.7 * Slab 3 + 0.6 * Slab 4 + 0.5 * Slab 5
*C = A – (B % A)

D = IV year CMC + 1/(1.08) * V year CMC + 1/(1.08) * VI year CMC + 1/(1.08) * VII year CMC + 1/(1.08) * VIII year CMC
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.
Keral 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/warrantee /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.____________

Date: (Name of manufacturers)

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.
Annexure II

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 no ........... dated ............ The 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:

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Brief Description of goods</th>
<th>Quantity to be supplied</th>
<th>Unit Price</th>
<th>Total Amount (3 x 4)</th>
<th>Sales Tax &amp; other Taxes Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<tr>
<td>6</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

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)
Annexure III

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
### Annexure IV

#### CHECK LIST

<table>
<thead>
<tr>
<th>Name of the Tenderer</th>
<th>Vendor Registration No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SL No</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Whether included Yes / No Page No.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Check list &amp; Registration Documents</td>
</tr>
<tr>
<td>1</td>
<td>Check list as per Annexure VIII.</td>
</tr>
<tr>
<td>2*</td>
<td>Power of Attorney as per format in Annexure XIII</td>
</tr>
<tr>
<td>3*</td>
<td>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.)</td>
</tr>
<tr>
<td></td>
<td>a. Memorandum of Association and Articles of Association / Incorporation Certificate.</td>
</tr>
<tr>
<td></td>
<td>b. Proprietary Registration Certificate</td>
</tr>
<tr>
<td></td>
<td>c. Partnership deed.</td>
</tr>
<tr>
<td></td>
<td>d. Society Registration Certificate</td>
</tr>
<tr>
<td>4*</td>
<td>Notarized Audited Accounts Statement of the following documents for the last 3 financial years</td>
</tr>
<tr>
<td>5 a</td>
<td>Notarized IT Returns for the Assessment Year - 2011-12</td>
</tr>
<tr>
<td>5 b</td>
<td>Notarized IT Returns for the Assessment Year - 2012-13</td>
</tr>
<tr>
<td>5 c</td>
<td>Notarized IT Returns for the Assessment Year - 2013-14</td>
</tr>
<tr>
<td>6*</td>
<td>Service Centre Details as per Annexure</td>
</tr>
<tr>
<td>7*</td>
<td>Documents showing (valid address proof) service centre facilities in Kerala / South India. (Not applicable if the firm is registered in Kerala / South India)</td>
</tr>
<tr>
<td>B.</td>
<td>Technical Documents</td>
</tr>
<tr>
<td>8</td>
<td>Technical literature, original brochure of the offered model.</td>
</tr>
<tr>
<td>9</td>
<td>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 Section IV, deviations and justifications</td>
</tr>
<tr>
<td>10</td>
<td>Preventive Maintenance check list as per Annexure XV</td>
</tr>
<tr>
<td>11</td>
<td>Calibration Check list as per Annexure XVI</td>
</tr>
<tr>
<td>C.</td>
<td>Market Standing / Supplier Standing / Govt. Supply Documents</td>
</tr>
<tr>
<td></td>
<td>(Documents showing that the tenderer and manufacturer have been in the business of supply and installation of the equipment offered for the last three years - (No Separate documents required in case Tenderer and Manufacturer are same.)</td>
</tr>
<tr>
<td>12</td>
<td>Purchase order copy of the offered same / similar model by Tenderer in the year 2011, 2012 &amp; 2013</td>
</tr>
<tr>
<td>12</td>
<td>Purchase order copy of the offered same / similar model by Manufacturer in the year 2011, 2012 &amp; 2013</td>
</tr>
<tr>
<td>13</td>
<td>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)</td>
</tr>
<tr>
<td>D.</td>
<td>Others</td>
</tr>
<tr>
<td>14</td>
<td>Tender document terms &amp; conditions acceptance declaration as per Annexure XIV signed &amp; sealed by the tenderer or the authorized signatory.</td>
</tr>
<tr>
<td>15</td>
<td>Copy of Amendment published if any signed by the tenderer or the authorised signatory.</td>
</tr>
</tbody>
</table>

* Registered KMSCL vendors need not submit the documents
**KERALA MEDICAL SERVICES CORPORATION LTD**

**GENERAL INFORMATION ABOUT THE TENDERER**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Tenderer</td>
</tr>
<tr>
<td></td>
<td>Registered address of the firm</td>
</tr>
<tr>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
</tr>
<tr>
<td></td>
<td>Email</td>
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</table>

**Contact Person Details**

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<thead>
<tr>
<th>2</th>
<th>Name</th>
<th>Designation</th>
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</thead>
<tbody>
<tr>
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<td>Telephone No.</td>
<td>Mobile No.</td>
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**Communication Address**

<table>
<thead>
<tr>
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<th>Address</th>
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<tbody>
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</tr>
<tr>
<td></td>
<td>Telephone No.</td>
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<tr>
<td></td>
<td>Email</td>
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**Type of the Firm (Please √ relevant box)**

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<tr>
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<th>Private Ltd.</th>
<th>Public Ltd.</th>
<th>Proprietorship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Partnership</td>
<td>Society</td>
<td>Others, specify</td>
</tr>
<tr>
<td></td>
<td>Registration No. &amp; Date of Registration.</td>
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</table>

**Nature of Business (Please √ relevant box)**

<table>
<thead>
<tr>
<th>5</th>
<th>Original Equipment Manufacturer</th>
<th>Authorized Dealer /Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Importer</td>
<td>Others, specify.</td>
</tr>
</tbody>
</table>

**Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)**

<table>
<thead>
<tr>
<th>6</th>
<th>in case of Directors, DIN Nos. are required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Whether any criminal case was registered against the company or any of its promoters in the past?</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Other relevant Information provided *</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(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.)</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>Office Seal</td>
<td>Signature of the tenderer / Authorised signatory</td>
</tr>
</tbody>
</table>
I. Having examined and accepting the conditions of the tender document no ....................... we hereby submit this offer for the supply & installation of Phototherapy Unit Double Surface conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Equipment</th>
<th>Model</th>
<th>Original Equipment Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phototherapy Unit Double Surface</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: Office seal Signature of the tenderer/Authorized signatory
# SERVICE CENTRE DETAILS

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name and address of the service center (s)</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Telephone No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of the Service Engr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mobile No.</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Telephone No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of the Service Engr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mobile No.</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Telephone No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email ID.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name of the Service Engr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mobile No.</td>
</tr>
</tbody>
</table>

Date: [insert 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.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Year</th>
<th>Turnover in Lakhs (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2010-2011</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2011-2012</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2012-2013</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>`</td>
</tr>
<tr>
<td></td>
<td><strong>Average Turn over per year</strong></td>
<td></td>
</tr>
</tbody>
</table>

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Seal:
I/We M/s._________________________________ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at  

__________________________________________________________________________

__________________________________________________________________________

I/We do hereby declare that I/We have carefully read all the conditions of tender KMSCL/EP/T55/101/2013 DATED:05.12.2013 for supply of PHOTOTHERAPY UNIT DOUBLE SURFACE floated by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram and accepts all conditions of Tender.

Signature of the Tenderer
Name in capital letters with Designation
Keralal 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:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the accessory</th>
<th>Manufacturer's name</th>
<th>Item Serial No.</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Name of the Supplier: ____________________________
Signature: ____________________________
Seal: ____________________________

Name of the Supdt. / End User: ____________________________
Signature: ____________________________
Seal: ____________________________
# Kerala Medical Services Corporation Ltd

**INSTALLATION CERTIFICATE**

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

<table>
<thead>
<tr>
<th>HOSP CODE / Hospital Name:</th>
</tr>
</thead>
</table>

## Equipment Details

<table>
<thead>
<tr>
<th>EQPT CODE / Name of the equipment:</th>
<th>Purchase Order No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make / Manufacturer</td>
<td>Purchase Order Date:</td>
</tr>
<tr>
<td>Model</td>
<td>Purchase Amount</td>
</tr>
<tr>
<td>Serial no.</td>
<td>Project Name</td>
</tr>
</tbody>
</table>

## Location / Department

<table>
<thead>
<tr>
<th>Installation Start Date</th>
<th>Completed Date.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Comprehensive Warranty Start Date</th>
<th>Comprehensive Warranty End Date:</th>
</tr>
</thead>
</table>

## Preventive Maintenance Schedule (Specify Year & Month)

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Visit 1</th>
<th>Visit 2</th>
<th>Visit 3</th>
<th>Visit 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

## Contact Details

<table>
<thead>
<tr>
<th>SUP.CODE / Name of the Supplier</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Service Engineer</th>
<th>Mobile No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Centre Manager’s name</td>
<td>Mobile No.</td>
</tr>
<tr>
<td>Service center address</td>
<td></td>
</tr>
<tr>
<td>SL. No.</td>
<td>Item</td>
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</tbody>
</table>

**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**
- 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 60% payment **YES □ NO □**
- The equipment is working satisfactorily **YES □ NO □**

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

Supplied & Maintained by
KERALA MEDICAL SERVICES CORPORATION LTD.
(Department of Health & Family Welfare, Govt. of Kerala)
Thycaud. P.O, Thiruvananthapuram - 695014

Under .................................................................Scheme

Tender No.............................. Eqpt.Code............................

Purchase order(KMSCL)............................................................

Installed on.........................Warranty/CAMC/AMC Upto..................

For Repair / Service / Maintenance
Contact: ENGINEERING DIVISION, KMSCL

Toll Free: 1800 425 0004

Fax: 0471-4015522

email: engg_es@kmscl.kerala.gov.in
## Kerala Medical Services Corporation Ltd
### Preventive Maintenance Check List

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activities carried out during Preventive Maintenance visit</th>
<th>Visit 1</th>
<th>Visit 2</th>
<th>Visit 3</th>
<th>Visit 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>13</td>
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</tbody>
</table>

(put ‘√’ 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**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Parameters to be calibrated</th>
<th>Frequency of calibration required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

Date: 

Office seal

Signature of the tenderer/Authorized signatory
KERALA MEDICAL SERVICES CORPORATION LTD

SPARES PRICE LIST

Equipment Name :
Model :

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Spare name</th>
<th>Cost (inclusive of all charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

Date : Office seal
Signature of the tenderer/Authorized signatory