



Rs.1,365/-

**KERALA MEDICAL SERVICES CORPORATION LIMITED**

*(Dept. of Health & Family Welfare, Govt. of Kerala)*

Thycaud P.O, Thiruvananthapuram,

Kerala - 695 014

**TENDER DOCUMENT**

**For**

**Supply, Installation, Testing, Commissioning and shifting of**

**DUCTABLE SPLIT A/C**

**(Tender No: KMSCL/Projects/T/2012/027)**

**Name of Tenderer :**

**Address :**

**Signature of Tenderer :**

*Last date and time for the receipt of Tender:* **11 .07.2012 at 2:00 pm**

*Date of opening of technical bid:* **11.07.2012 at 2:30 p.m;**

**NOT TRANSFERABLE**

*For details;*

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

**Email: [projects@kmscl.kerala.gov.in](mailto:projects@kmscl.kerala.gov.in)**

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## SECTION I

### INTRODUCTION

- 1.1. **The Kerala Medical Services Corporation Limited - KMSCL** (Tender Inviting Authority) is a fully owned Government of Kerala company set up in 2007 for providing services to the various health care institutions under the Department of Family Welfare and Health. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs and distribute all health care 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. As part of foraying into the commercial sales through the Karunya Community Pharmacy chain in all the districts of the state, the Corporation is planning to enhance the existing Karunya pharmacy outlet in the Medical college considering the requirement of public as the customers including the patients have to wait a long time due to heavy rush
- 1.3. The tender is invited for the supply, installation testing and commissioning of Ductable split a/c and shifting of the existing 5.5 TR ductable split a/c to proposed Temperature-humidity room.
- 1.4. In this tender, the lowest price is not the sole criteria for selecting the equipment/supplier. The two bid system, which is followed, has been designed to eliminate that equipment which does 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. firms to provide after sales support for a period of minimum 5 years from the date of installation.
- 1.5. Every paise spend by the corporation is public money and hence accountable. The cost involved in the development, post- implementation maintenance and up-time guarantee on the performance of the unit installed have to be given paramount importance.
- 1.6. It is also essential while dealing with public money that utmost transparency has to be maintained in the procurements of the corporation. All decisions will be published from time to time on our website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in). Tenderers could prefer appeal to the government against all decisions of the corporation.

Looking forward for a long standing relation with you.

Best wishes,

Sd/-

**BijuPrabhakarIAS**

Managing Director, KMSCL  
& Tender Inviting Authority

Date: 30/06/2012

**SECTION II**  
**SCOPE AND 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. *Tender Inviting Authority* is the Managing Director of the KMSCL, who on behalf of the User Institution/Government or the funding agencies calls and finalizes tenders and ensure supply, installation and after sales service of the equipments procured under this tender document.

**2.2. Scope**

- 2.2.1 Supply, installation, testing and commissioning of Ductable split A/C for Karunya Community Pharmacy outlet in Medical college Trivandrum. The area of the room to be air conditioned is 2500 sq feet. (The tenderer has to visit site before quoting and interact with our representatives or Engineers and study all the requirements and to submit the design in the technical bid).
- 2.2.2 The existing Ductable split a/c to be dismantled and to re install in the proposed Temperature humidity controlled room of the storage area of pharmacy
- 2.2.3 The rate for CMC/AMC for a period of 5 years after initial warranty period for ductable split a/c.
- 2.2.4 The power supply can be availed from the existing panel board.

**2.3. Brief Description:**

- 2.3.1. A two bid system – consisting of technical bid and price bid - is adopted in the invitation of tenders. Those tenderers which are eligible as per prequalification criteria submit the requisite information as needed in the technical bid document the features/specification of the equipment offered under this tender to the satisfaction of the Tender Inviting Authority will only be eligible for opening of price bids.
- 2.3.2. The Price bids of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical bid.

- 2.3.3. The tender offers, duly filled, shall be submitted in sealed covers which should also be super scribed as “Tender No: **KMSCL/Projects/T/2012/027 TENDER for supply, installation, testing, Commissioning & shifting of Ductable split A/C**”
- 2.3.4. The tender documents could be downloaded from the website of the corporation at [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in) and also available at the head office of the tender inviting authority.
- 2.3.5. The tenders should be prepared and submitted as per the tender formats only prescribed in the tender document and should be addressed to:

**The Managing Director**  
Kerala Medical Services Corporation Ltd  
Thycaud.P.O.  
Thiruvananthapuram -695014  
Kerala State  
Phone : 0471-2337353,3045600  
Tele Fax: 0471-3045647

- 2.3.6. The date of opening of tender technical bid is only published in advance. The date of opening of price bid will be decided after evaluation of the technical bid and shall be informed to the qualified tenderers from time to time. Site/Factory inspection shall also be conducted to verify the credentials of the offerer at the discretion of the KMSCL.
- 2.3.7. The Corporation will prequalify those firms which are considered most suitable for the supply under question. The selection will take into account , the firm’s relevant experience in the field of design,Manufacture and supply and erection of Ductable split A/Cs. financial soundness and capability availability of sufficient machinery/equipment and the relevant performance relating to earlier contract executed.
- 2.3.8. 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.
- 2.3.9. Inspection will be conducted by a technical committee or the representative of the Tender Inviting Authority at the nearest third party location where the successful tenderers have installed the ductable split a/c for verification of compliance of specification of the equipments
- 2.3.10. There shall not be any individual communication in respect of general notices, amendments, etc. The prospective tenderers are advised to check for updates in our website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in) on a day to day basis. Individual communications will only be issued in exceptional cases, at the discretion of the Tender Inviting Authority. All notices/information will also

be disseminated through the Tender Inviting Authority's website and it will be binding on the tenderers. The prospective tenderers are advised to browse the website of the Tender Inviting Authority on a day-to-day basis till the tender is concluded. The details of the technical evaluation will be published in the website of KMSCL.

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**SECTION III**  
**TENDER SCHEDULE**

**3.1. Tender Details**

|    |   |   |
|----|---|---|
| 1. | <i>Tender No.</i>                       | KMSCL/Projects/T/2012/027   |
| 2. | <i>Cost of tender Document</i>          | Rs 1365/-(inclusive 5 % VAT )   |
| 3. | <i>Earnest Money Deposit</i>            | Rs.15,000/-   |
| 4. | <i>Validity of EMD</i>                  | 180 days  |
| 5. | <i>Performance Security</i>             | 5 % of the offered price (for successful tenderers)                       |
| 6. | <i>Validity of Performance Security</i> | Up to 90 days after the date of completion of the contractual obligations |

**3.2. Important dates:**

| Sl. No. | Particulars  | Date and time   | Venue                          |
|---------|--|---|--------------------------------|
| 1       | <i>Date of release of tender</i>                     | From 10:00 am, 30/06/2012   | <b>Head Office,<br/>KMSCL,</b> |
| 3       | <i>Last date for submission of filled up tenders</i> | 02:00 pm 11 /07/2012  |                                |
| 4       | <i>Date of opening of the Technical bid</i>          | 02:30 pm, 11/07/2012  |                                |
| 5       | <i>Date of opening of the price bid</i>              | To be informed to the qualified tenderers qualifying after technical bid evaluation |                                |



**SECTION IV**  
**DETAILS OF ITEMS TENDERED**

| <b>Sl.no</b> | <b>Description</b>  |
|--------------|---|
| 1            | <p>The pharmacy area of 2500 sq feet is to be air conditioned by the combination of two Nos 11 TR duct able split air conditioner units ( i.e. to be air conditioned using direct expansion air cooled Duct able Split air conditioners).</p> <p>The indoor unit shall be installed to the True ceiling (with out false ceiling). The supply air is taken through GI ducts and injected into the conditioned area through grills and diffusers. The return air is collected from the ceiling through return air diffusers / grills and supplied back to the indoor unit. During this cycle fresh air is taken at the rate of 1 air change per hour.</p> <p>Ceiling grills / diffusers of suitable sizes with MS dampers as required as per site conditions have to be provided by the AC contractor. The air-cooled condensers of the Duct able Split AC units shall be placed outside. The controlling is done by Microprocessor with electronic remote pad, capable to trip the compressor when the set temperature is reached.</p> |
| 2            | <p>Shifting (Dismantling and re erecting ) the existing ductble split a/c of 5.5 TR to the proposed temperature controlled room of the same pharmacy store.</p>   |
| 3            | <p>The rate for AMC/ CMC for a period of 5 years after warranty period.</p>   |

**4.1. Technical specifications:**

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

## SECTION V

### SPECIFIC CONDITIONS OF CONTRACT

#### 5.1. Time Limits prescribed

| <u>Sl.No</u> | <u>Activity</u>   | <u>:</u> | <u>Time Limit</u>   |
|--------------|---|----------|---|
| 5.1.1.       | <i>The time for Supply ,<br/>Installation and testing of<br/>ductable split a/c and shifting<br/>of the existing 5.5 TR ductble<br/>split A/C</i> | :        | <i>3 months from date of work order</i>   |
| 5.1.2.       | <i>Comprehensive warranty<br/>period</i>  | :        | <i>2 years</i>  |
| 5.1.3.       | <i>CMC/AMC period</i>   | :        | <i>5 years</i>  |
| 5.1.4.       | <i>Frequency of visits to all User<br/>Institution concerned during<br/>Warranty/CMC or AMC</i>   | :        | <i>One visit every two month (6 visits in<br/>a year) for periodic/preventive<br/>maintenance as per routine required<br/>schedule and any time for attending<br/>repairs/break down calls.</i> |
| 5.1.5        | <i>Submission of Performance<br/>Security and entering into<br/>contract</i>  | :        | <i>10 days from the date of issuance of<br/>Letter of Intent</i>  |
| 5.1.6.       | <i>Time for making payments<br/>by Tender Inviting Authority</i>  | :        | <i>Within 30 days from the date of<br/>commissioning, acceptance and<br/>submission of proper documents</i>   |
| 5.1.7.       | <i>Uptime in a year</i>   | :        | <i>95</i>   |

## 5.2. Pre qualification of tenderers:

- 5.2.1. The tenderer should be a manufacturer or authorized agents or dealers having the service engineers/centre at Thiruvananthapuram. The manufacturer can authorize the dealers/agents along with authorization letter in annexure 1B and the liability for ensuring warranty and after sales service will be with the manufacturer. The tenderers are requested to furnish complete information regarding their experience. The attested full details of the orders received and executed by the tenderer in the recent three years to prove three year experience may also be furnished.
- 5.2.2. The tenderer or their principals must have supplied, installed and commissioned the ductable split a/c for a total of min 10,000 sq feet area in the last three years.
- 5.2.3. The supplier company should take care of after sales service and provide AMC/CMC coverage on chargeable basis after completion of warranty.
- 5.2.4. Tenderers should submit all the necessary documents as prescribed for inclusion in the technical bid without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD as DD or /Bankers Cheque
- 5.2.5. The tenderers should have an average annual turnover of 25 Lakhs during 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, sale tax return statement etc.)
- 5.2.6. Tenderers should have the capability to attend repairs of the equipments within 24 hours from the intimation of complaint. KMSCL shall be free to impose a penalty @ 0.5% for every week of delay subjected to a maximum of 5% of the concerned unit if stand by arrangement not fulfilled.
- 5.2.7. Failure to attend the repairs in time or replace the defective equipments or to provide stand by equipment/Parts 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.
- 5.2.8. 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.
- 5.2.9. Firm / company who have withdrawn after participating in any of the previous tenders of KMSCL are not eligible to participate in this tender.

### 5.3. Delivery Installation and shifting

- 5.3.1. The successful tenderer is required to supply , erect, install and commission the ductable split A/C as specified under cl 5.1. from the date of issue of the 'Work Order'
- 5.3.2. The tenderer shall complete necessary Electrical/Civil works associated with the erection of the Ductable split A/C laying of cable from the main panel to the position of ODU with fixing a four pole isolator near the control panel of Ductable split a/c and the required works such as Cutting /Chipping of RCC and masonry wall/ceiling/earth as required, Breaking / making openings as required and mending good the damages and final finishing and to match with the existing surface.
- 5.3.3. A sticker (as per Annexure IV) issued by KMSCL showing the service details should be affixed on the equipment and its accessory units.
- 5.3.4. The tenderer should inspect the work site before quoting and the works under this contract are to be carried out and obtain for himself at his own responsibility all the information which may be necessary for the purpose of the successful execution of the contract.
- 5.3.5. The tenderer shall also make himself conversant with all the local conditions, means of access to the site of work, nature, extent of transport facilities and character of the work and supply of materials, conditions affecting labour and other matters that may affect his tender.
- 5.3.6. The tenderer shall submit the ancillary charges as in Annexure XIII which may be required during installation certified by the KMSCL and ancillary charges if any, after verifying the same with concerned Engineers.
- 5.3.7. The installation report and one month performance reports shall be submitted in a single sheet printed back to back and shall be submitted to KMSCL head office at thycaud
- 5.3.8. The existing Ductable split A/C of is to be shifted to the proposed Temperature humidity controlled room in the storage space of the same pharmacy. The tendere are responsible for the transit damage, theft etc
- 5.3.9. The dismantling, transportation, re erection and commissioning should also be carry out by the tenderer.
- 5.3.10. The required power supply for the ODU from the existing panel board is also included in the scope of bidder.
- 5.3.11. The charges for loading and unloading is also under the scope of tenderer.

#### **5.4. After Sales Service conditions:**

- 5.4.1. The Tender Inviting Authority is in the pursuit of ensuring excellent after sales service for every institution in respect of the equipments supplied under this contract. 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.
- 5.4.2. 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.

#### **5.5. Guarantee/Warranty terms:**

- 5.5.1. 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.
- 5.5.2. 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.
- 5.5.3. The tenderer has to ensure a comprehensive warranty of two years for the shifted ductable split A/C.
- 5.5.4. All the equipments including the accessories 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 and CMC.
- 5.5.5. The prospective tenderer, who are manufacturers, shall submit an undertaking in the format Annexure I A and Authorized dealers may produce Authorization form as per annexure I B 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.

- 5.5.6. After sales service at Thiruvananthapuram should be available as part of the pre-qualification criteria under cl.5.2.5 and the tenderer shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.
- 5.5.7. During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment and stamped shall be forwarded by email/fax/post to the KMSCL office within 10 days from the due date.
- 5.5.8. A warranty certificate ( as per format in Annexure III), duly signed by the authorized signatory and 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.
- 5.5.9. 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.
- 5.5.10. All software updates, if any required, should be provided free of cost during Warranty period.

## **5.6. Annual Maintenance Contract (CMC & AMC)**

- 5.6.1. The decision to enter into CMC or AMC will be determined on the basis of cost of the equipment by the Tender Inviting Authority, at its discretion, prior to the expiration of warranty period.
- 5.6.2. 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.
- 5.6.3. During Annual Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority, 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.

- 5.6.4. The cost of AMC/CMC 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.
- 5.6.5. Failure/refusal on the part of the successful tenderer in supplying/installing the equipments to enter into CMC/AMC with the Tender Inviting Authority, 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.
- 5.6.6. 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.
- 5.6.7. Cost of CMC/AMC (excluding taxes, if any) will not be considered for Ranking/Evaluation purpose.
- 5.6.8. 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.

## **5.7. Spare parts**

- 5.7.1. The tenderers should undertake to make available spares and replacement parts as and when required for a period of at least 8 years, after the initial warranty period is over.
- 5.7.2. The tenderers shall offer prices for all the spares mentioned in the technical specifications separately in the price bid form.
- 5.7.3. 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 promptly on receipt of order from the Tender Inviting Authority.
- 5.7.4. 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.

## 5.8. Training

- 5.8.1. The successful tenderers have to impart on-site training to staff on the operation and preventive maintenance of the equipments at the time of installation to the satisfaction of the Tender Inviting.
- 5.8.2. The training details shall be recorded in the installation certificate and forwarded to the tender inviting authority.

## 5.9. Payment

- 5.9.1. The payment of the 85% will be release after installing the two ductable split a/c and by achieving the temperature in the range of 18 to 28 deg Cel throughout pharmacy and the 10% will be released after observing one month performance of the items and the balance 5% after the warranty period.
- 5.9.2. 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.
- 5.9.3. 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.5.9.1. shall be considered in respect of equipments installed and the necessary Installation Certificate obtained.
- 5.9.4. Payment for CMC/AMC Charges: The payment of AMC/CMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.
- 5.9.5. The successful tenderer shall not claim any interest on payments under the contract.
- 5.9.6. 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.
- 5.9.7. 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.
- 5.9.8. 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.



- 5.9.9. The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following two exigencies;
- 5.9.9.1 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.
- 5.9.9.2 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 and commissioning 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.

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**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 And locations(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. Responsibility of verification of contents of tender document:**

- 6.2.1. The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Tender Document'.
- 6.2.2. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

**6.3. Tender Document:**

- 6.3.1. The detailed technical specifications and terms and conditions governing the supply, installation,testing, commissioning and the after sales service of the equipment tendered are contained in this "Tender Document"
- 6.3.2. The tender document is to be downloaded from website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in). The tenderers shall attach a separate Demand Draft as Cost of tender document (mentioned in Section III)as per schedule of any Nationalized/scheduled Bank in favour of the Managing Director, Kerala Medical Services Corporation Ltd payable at Thiruvananthapuram along with the Technical Bid towards the cost of tender document in

addition to separate Demand Draft towards EMD, failing which the offer will be rejected.

- 6.3.3. The tender is also available for purchase from the head office of the Tender Inviting Authority.

#### **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.
- 6.4.2. It is compulsory to provide a check list as per Annexure VII as facing sheet for the technical bid/offers submitted so as to enable the Tender Inviting Authority to prima facie verify the compliance of submission of requisite documents at the time of opening of technical bids.
- 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/ organisations to whom the equipment with the same specifications or higher have been supplied in India during the last five years. In case of copy of earlier work/purchase 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/organisation 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. 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 authorised person or persons signing the bid along with the stamp of the tenderer.
- 6.4.8. A copy of the complete tender document duly signed on every page 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.
- 6.4.9. The tender shall be typewritten or written in indelible ink and shall be signed by the Tenderer or person(s) duly authorised to bind the Tenderer to the Contract with Tender Inviting Authority. The letter of authorisation, to the satisfaction of the Tender Inviting Authority, shall be submitted as by written power-of-attorney accompanying the bid/resolution of the board of directors etc.
- 6.4.10. An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.11. A prospective Tenderer requiring any clarification of the tender documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority's mailing address/fax number indicated in this tender document. The Tender Inviting Authority will respond to any request for clarification of the tender Documents which it receives before 5 days prior to the deadline for submission of bids.
  - 6.4.11.1. 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. 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. Earnest Money Deposit (EMD) :**

- 6.5.1. Non- submission of sufficient EMD as mentioned in Section III along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.

- 6.5.2. Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.
- 6.5.3. Public Sector Units within the State or State micro, small and medium enterprises registered with Govt. of Kerala are exempted from remittance of EMD subject to submission of valid documents.
- 6.5.4. The EMD shall be in the form of  
A demand draft in favour of Managing Director, Kerala Medical Services Corporation Limited, payable at Thiruvananthapuram;
- 6.5.5. EMD of unsuccessful tenderers will be discharged/returned as promptly as possible as but not later than 30 days after opening of the price bids by the Tender Inviting Authority.
- 6.5.6. The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security. The EMD of the successful tenderer can be adjusted towards the security deposit payable.
- 6.5.7. No interest will be paid for the EMD submitted.
- 6.5.8. The EMD will be forfeited, if a tenderer;
- 6.5.8.1. misrepresents facts or submit false/fake documents during the tender process
- 6.5.8.2. if the tenderer willfully violates any terms and conditions of the tender documents
- 6.5.8.3. withdraws its bid after the opening of technical bid;
- 6.5.8.4. a successful tenderer, fails to sign the contract after issuance of Letter of Intent
- 6.5.8.5. failsto furnish performance security after issuance of Letter of Intent

## **6.6. Period of Validity of Tender**

- 6.6.1. 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.
- 6.6.2. The EMD provided as DD could converted 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.

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

#### **6.7. Amendment of tender documents:**

6.7.1. 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.

6.7.2. The amendment shall be notified by fax/email to all prospective tenderers who have purchased the tender document, for which the email, fax no of the purchaser of the tender document shall be submitted to the tender inviting authority and such amendments shall be binding on them thereafter.

6.7.3. The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers because of technical issues, wrong fax number or email ID etc. Purchasers of tender documents are requested to browse the website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

#### **6.8. Tendering System**

6.8.1. The tenders/Bids are to be submitted in two Parts i.e. Part – I & Part II.

6.8.2. PART – I titled as TECHNICAL BID shall contain the complete technical specifications and details on the competency of the tenderer and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the tenderer for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the tenderer for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

6.8.3. PART – II titled as PRICE BID shall contain only the 'Price Bid Form' duly filled in the prescribed Performa (Annexure XIII). Price Bid not submitted in the prescribed performa will not be considered for evaluation.

- 6.8.4. The tender offers, duly filled, shall be submitted in two separate sealed covers separately for technical and price bids respectively. Such covers shall be super scribed as “Tender No: KMSCL/Projects/T/2012/016 TENDER for supply, installation, testing, Commissioning & shifting of Ductable split A/C as the case may be. Both the sealed covers shall be enclosed in another sealed (third) cover which should also be super scribed as “Tender No: KMSCL/Projects/T/2012/016 TENDER for supply, installation, testing, Commissioning & shifting of Ductable split A/C
- 6.8.5. Every cover shall also indicate the Tender No. ( Provided in Section III), name and address of the Tenderer.
- 6.8.6. The rates quoted shall be inclusive of all charges like taxes, duties, freight charges, loading, unloading, handling charges etc.
- 6.8.7. A Third Cover, containing the above two sets of documents in separate covers, shall be sealed and marked properly and shall be addressed to;

**The Managing Director**

Kerala Medical Services Corporation Ltd  
Behind W& C Hospital  
Thycaud.P.O., Thiruvananthapuram -695014  
Kerala State

- 6.8.8. The outer (third) cover shall indicate the Tender No, last date & time of receiving the tenders along with the address of Tender Inviting Authority.
- 6.8.9. The third 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.
- 6.8.10. 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 or premature opening and consequential rejection.

**6.9. Contents of the Technical Bid:**

- 6.9.1. Check list as per Annexure VII.
- 6.9.2. General information about the tenderer as per Annexure VIII.
- 6.9.3. Power of Attorney as per format in Annexure XV
- 6.9.4. The documents proving that the tenderer is an Original Equipment Manufacturer or the dealer (Annexure I A) /agents should submit the authorization letter from the OEM as per annexure I B.

- 6.9.5. Separate Demand Drafts for the Earnest Money Deposit and the cost of tender should in favour of Managing Director Kerala medical services corporation payable at trivandrum.
- 6.9.6. 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
- 6.9.7. Notarized audited copies of the P& L Accounts, Balance Sheet, annual report,sale tax return for the last three completed years certified by the auditors.
- 6.9.8. Annual turnover statement for last three years certified by the auditor
- 6.9.9. Sales tax clearance certificate as on 31-3-2011.
- 6.9.10. List of Installations in Kerala (government and private institutions separately with name/designation of the contact person, phone number/fax/email )
- 6.9.11. Copy of the complete tender document and amendments if any duly signed in all pages by the tenderer or the authorized signatory.

#### **6.10. Method of Submission of tender**

- 6.10.1. The Tender shall be 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.
- 6.10.2. Tender sent by telex or fax or email is null and void.

#### **6.11. Deadline for submission of tender.**

- 6.11.1. Tenders must be received in the office of the Tender Inviting Authority at the above address at Thiruvananthapuram not later than the time and date specified in the Tender Schedule (Section III).
- 6.11.2. In the event of the specified date for submission of tender being declared holiday, the tender shall be received up to the appointed time on the next working day.
- 6.11.3. If the Tender is sent by Registered post or by Courier, it 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.



6.11.4. 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.

## **6.12. Modification and Withdrawal of Bids**

6.12.1. The tenderer may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the Tender Inviting Authority before the date opening of technical bids.

6.12.2. The tenderers' modification or withdrawal notice shall be signed by the tenderer or his/her authorised representative, who have signed the original tender documents. A withdrawal notice may also be sent by fax or email but should necessarily be followed by a signed confirmation copy to be received at the head office of the Tender Inviting Authority before the date of opening of the technical bids.

6.12.3. Modification of bids on request from Tender Inviting Authority: No bid may be modified subsequent to the deadline for opening of bids.

6.12.4. No bid may be withdrawn in the interval after the opening of technical bids and the expiration of the period of bid validity specified in the tender document. Withdrawal of a bid during this interval will result in the forfeiture of its EMD and may lead to black listing/debarring the tenderer.

## **6.13. Opening of Tender**

6.13.1. The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representative in the presence of the prospective tenderers or his/her representative who choose to attend at the respective time and place mentioned in Section III.

6.13.2. The tenderers or representatives present for the opening of the envelopes shall sign registers evidencing their attendances.

6.13.3. 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.

6.13.4. The tenderer's names, the presence or absence of the requisite EMD and such other details as the Tender Inviting Authority may consider appropriate, shall be announced at the time of opening of the Tender.

- 6.13.5. In the event of the tender and claims in the covers 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.
- 6.13.6. The tenderer shall be responsible for properly super scribing and sealing the envelopes and the Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the envelopes.
- 6.13.7. The date and time of Price Bid will be announced only after the opening of the Technical Bid and a demonstration of the features, operation etc of the equipment by the tenderers.

#### **6.14. Evaluation of tender**

##### 6.14.1. Bid Evaluation Committee:

6.14.1.1. 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.

6.14.1.2. 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.

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

##### 6.14.2. Purchase Committee:

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

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

6.14.3. 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.

6.14.4. 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.

6.14.5. 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.

#### **6.15. Clarification of Bids**

- 6.15.1. 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.
- 6.15.2. The request for clarification and the response shall be in writing, either through email or fax or by post.
- 6.15.3. Unless the Tender Inviting Authority asks for change in price due to the clarifications sought, the tenderer is not permitted to alter the price offered in the "Price bid". The change in price shall be submitted in a separately sealed covers with marking in the cover "revised price bid vide reference no..."

#### **6.16. Price Bids**

- 6.16.1. 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.
- 6.16.2. The price bid shall be submitted in the format given in this document as Price Bid Form (Annexure XIII) The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.16.3. The tenders shall offer prices of the equipment inclusive of all the accessories mentioned in the technical specification under Section IV and under no circumstances offer the essential accessories, without which the equipment cannot function properly, as optional.
- 6.16.4. The price offered for accessories /additional accessories / spares mentioned in the technical specifications under section IV as 'optional' will not be taken for evaluation, but the Tender Inviting Authority will place supply orders for optional items in quantities as it desires fit.
- 6.16.5. Price Offered shall be in Indian Rupees. Price should be quoted for the supply, installation, training (if necessary) and successful commissioning

of the Ductable split A/C and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.

- 6.16.6. The Rates of CMC/AMC for the prescribed periods per clause 5.1 shall be shown separately.
- 6.16.7. The CMC/AMC rates are not taken into account while tabulating and comparing prices for deciding the lowest qualified tenderer.
- 6.16.8. The cost mentioned in the price bid form, calculated as per the quantity mentioned therein, shall also be taken into consideration while selecting qualified tenderer.
- 6.16.9. Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 6.16.10. There shall also be no hidden costs.
- 6.16.11. Prices indicated on the Price Bid Form shall be entered separately in the following manner:
  - 6.16.11.1. **Basic price:** The price quoted shall be inclusive of all accessories / additional accessories / spares mentioned in the technical specification section IV, all duties and other taxes (excluding sales tax), charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and the cost of incidental services like unloading, safe storage and handling of consignment at site, on site assembly if any of the supplied goods, installation, testing and commissioning of the Ductable split A/C, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods as complete
  - 6.16.11.2. Applicable taxes like Sales tax, customs duty etc. inclusive. Sales tax will not be included for the evaluation of price bids and the sales tax mentioned shall be paid if the contract is awarded.
  - 6.16.11.3. Customs/Excise duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable. 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
  - 6.16.11.4. CMC / AMC rates should be specifically mentioned for a period mentioned in clause 5.1 after comprehensive warranty period.
- 6.16.12. The un opened Price bids will be returned to the Tenderers within 30 days from the date of finalization of the tender.

## **6.17. Acceptance /Rejection of tenders:**

- 6.17.1. 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.
- 6.17.2. 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.
- 6.17.3. Price Bids without mentioning the rates for CMC/AMC shall be treated as non-responsive and rejected.
- 6.17.4. Price Bids without offering discounted rates vis-à-vis the increase in quantities will also be treated as non-responsive and rejected.
- 6.17.5. Price bids without mentioning the cost of equipment shall be treated as non-responsive and rejected.

## **6.18. Notices**

- 6.18.1. The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;
  - 6.18.1.1. The tender notices, documents, corrigendum, addendum etc if any.
  - 6.18.1.2. Amendments to the tender conditions, if any.
  - 6.18.1.3. Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
  - 6.18.1.4. List of tenderers qualified and reasons for rejection of unqualified tenderers.
  - 6.18.1.5. Provisional rates and provisional list of L1 bidders and equipment and rates offered.
  - 6.18.1.6. Final Rate for the work.
- 6.18.2. 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.

6.18.3. 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.

#### **6.19. Award of Contract**

6.19.1. 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 equipment,i.e. after price bid opening.

6.19.2. The details such as rates, the model of the equipment 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.

#### **6.20. Notification of Award/Letter of Intent(LOI)**

6.20.1. 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 equipment(s), 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.

6.20.2. 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 be forfeited and the award will be cancelled.

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

#### **6.21. Signing of Contract**

6.21.1. The successful tenderer shall execute an agreement in the format as given under Annexure V for ensuring satisfactory supply, installation, testing, commissioning and the after sales service/support during the warranty period.

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

- 6.21.3. Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall submit two copies of the contract(as per agreement Annexure V) with a duplicate copy, on Rs. 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.
- 6.21.4. The successful tenderer shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract as per the 'Agreement'AnnexureVwith 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.
- 6.21.5. 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.
- 6.21.6. 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.
- 6.21.7. 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:
- 6.21.7.1. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
- 6.21.7.2. Mode of Demonstration/PDI
- 6.21.7.3. Incidental services to be provided by the successful tenderer
- 6.21.7.4. Mode of Installation
- 6.21.7.5. Place of delivery
- 6.21.7.6. Converting the installation of the equipment in all or any of the locations as turnkey project and
- 6.21.7.7. Any other term(s) of the contract, as felt necessary by the Tender Inviting Authoritydepending on the merits of the case.

- 6.21.8. 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.
- 6.21.9. If the successful tenderer doesn't agree to the adjustment made by the Tender Inviting Authority the successful tenderer shall convey its views to the Tender Inviting Authority within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's amendment / modification of terms of the contract.

## **6.22. Performance Security**

- 6.22.1. There will be a performance security deposit amounting to 5 % of the total value of the equipment 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'.
- 6.22.2. 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.
- 6.22.3. 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.
- 6.22.4. 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.
- 6.22.5. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.22.5.1. 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.
- 6.22.5.2. 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/AMC security as per Performa, the amount of the performance security is liable to be forfeited.
- 6.22.5.3. 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.

- 6.22.5.4. 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.
- 6.22.5.5. The Bank Guarantee submitted in place of Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

### **6.23. Delivery and Installation**

- 6.23.1. The successful tenderer will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the site. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.
- 6.23.2. Delay in the successful tenderer's performance:- The successful tenderer shall deliver of the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority in the List of Requirements and as incorporated in the contract.
- 6.23.3. A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location.
- 6.23.4. 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 in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority 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.
- 6.23.5. 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 may decide:-

- 6.23.5.1. To get any portion of the balance completed and delivered at the contract terms, conditions and prices;
- 6.23.5.2. To cancel the remaining portion of the goods and services and compensate the successful tenderer by paying an agreed amount for the cost incurred by the successful tenderer towards the remaining portion of the goods and services.
- 6.23.5.3. To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer.

#### **6.24. Intellectual Property Rights(IPR)**

- 6.24.1. 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.
- 6.24.2. 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.
- 6.24.3. 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

#### **6.25. Corrupt or Fraudulent Practices**

- 6.25.1. It is required by all concerned namely the 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:
  - 6.25.1.1. “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
  - 6.25.1.2. “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;

- 6.25.1.3. 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.
- 6.25.2. 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.

## **6.26. Force Majeure**

- 6.26.1. 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 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.
- 6.26.2. If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority 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 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.
- 6.26.3. 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.

6.26.4. In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **6.27. Resolution of disputes**

6.27.1. If dispute or difference of any kind shall arise between the Tender Inviting Authority 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.

6.27.2. 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 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.

6.27.3. In the case of a dispute or difference arising between the Tender Inviting Authority 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.

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

#### **6.28. Applicable Law & Jurisdiction of Courts**

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

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

#### **6.29. General/ Miscellaneous Clauses**

6.29.1. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

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

- 6.29.3. The Successful tenderer shall notify the Tender Inviting Authority about any material change would impact on performance of its obligations under this Contract.
- 6.29.4. 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/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 6.29.5. The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/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.
- 6.29.6. All claims regarding indemnity shall survive the termination or expiry of the contract.

### **6.30. Penalties for non-performance**

- 6.30.1. The penalties to be imposed, at any stage ,under this tender are;
- 6.30.1.1. imposition of liquidated damages,
- 6.30.1.2. forfeiture of EMD/performance security
- 6.30.1.3. termination of the contract
- 6.30.1.4. blacklisting/debarring of the tenderer
- 6.30.2. 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.
- 6.30.3. 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 .
- 6.30.4. 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:

- 6.30.5. 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 shall, without prejudice to other rights and remedies available to the Tender Inviting Authority 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 5 % of the contract price. Once the delivery period is exceeded, Tender Inviting Authority 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.
- 6.30.6. 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.

### **6.31. Termination of Contract**

- 6.31.1. Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), 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.
- 6.31.2. In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority 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 for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- 6.31.3. Unless otherwise instructed by the Tender Inviting Authority, the successful tenderer shall continue to perform the contract to the extent not terminated.
- 6.31.4. 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.

- 6.31.5. Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority'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. 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.

### 6.32. Fall Clause

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/-

**BijuPrabhakar IAS**

Managing Director, KMSCL &  
(Tender Inviting Authority)

**APPENDIX: I**  
**TECHNICAL SPECIFICATIONS AND DESIGN PARAMETERS**

| SL NO | ITEM                       | DETAILS  |
|-------|----------------------------|--|
| 1     | Location                   | Karunya Community Pharmacy, Medical College Thiruvananthapuram                     |
| 2     | Area to be air-conditioned | 2500 sq feet   |
| 3     | Room temperature required  | 18 to 28 deg cel   |
| 4     | Relative Humidity required | 55% +/- 5%   |
| 5     | Outside ambient            | 39 degree C  |
| 6     | Lighting Load              | 1.5 w/sq.ft  |
| 7     | Occupancy                  | 30 persons + - 10%   |
| 8     | Condenser                  | Air cooled Condenser   |
| 9     | Compressor                 | High Energy Efficient scroll compressor<br>Capacity rating chart is to be enclosed |
| 10    | Equipment Selection        | Two Nos 11 TR Air Cooled Ductable Splits   |

11. Air Conditioning Scheme: - Indoor units of duct able split air conditioners are mounted to the True ceiling. Supply air is taken in GI ducts is injected in conditioned area & return air is directly taken from space of true ceiling through return air grills/diffusers will act as return air path. Fresh air is taken at the rate of 1 Air change per hour. ODU is kept out side at suitable place & connected with Refrigerant pipe of suitable size & control cable.

12. Compressor requirement is highly energy efficient Drain pipe to be insulated with suitable insulation when it is taken concealed OR passing through non-AC area within the building. Suction & liquid lines are to be insulated together tubular foam. Isolation switch for termination of the power cable is to be provided in each unit if there is no inbuilt MCB.

13. Electrical cabling for condenser b/w indoor unit and outdoor condenser.

14. Drain piping of required length.

15. Saddling and conducting the above pipes and Electrical cables.

16. Leak testing, vacuuming and first charge of refrigerant for the AC system.

17. White Grills / diffusers should be of aluminum extrusions with powder coated finish. SA grills /diffusers are to be provided with MS dampers for air balancing. Acoustic insulation is to be carried out with al perforated sheet Tail end insulation of duct with AL. foil MS angle frames for both outdoors is to be done. Commissioning of the Air-conditioners and testing for performance for inside conditions of temperature & humidity.



18. Manufacturer/ vendor has to provide very latest model of High energy efficiency SCROLL COMPRESSORS that can uniformly cool any area, corner to corner with 30% to 50% power savings with LCD programmable thermostat. Compressor Capacity rating chart has to be enclosed with a Tender document for above mentioned condition.

19. Unit Microprocessor must be suitable to trip on single phasing /phase reversal.

20. The vendor must provide **u trap** in drain pipe for each duct able split unit. Drain pipe is to be insulated by the vendor if it is taken concealed on floor or wall OR if it is passing through non-AC area with in the building with suitable material.

#### 21. DUCTABLE SPLIT AIR CONDITIONING UNIT

The Duct able split Air conditioner unit shall be a specially designed air conditioning unit of direct expenses type, suitable for 77 % sensible heat factor, continuous duty application and shall be capable of maintaining room temperature (list of 21 +/- 4 deg. Cel) and relative humidity around 55 +/- 5 %.

22. Cabinet: - The indoor cabinet shall be constructed using sheet of thickness 1.6 mm (16 gauge), duly powder coated and have a fine finish. It shall have insulated drain pan to avoid condensation of water.

23. Refrigeration System: - The Refrigerant system shall be of the direct expansion type In case of multi-compressor models, each compressor shall have independent refrigeration circuit.

24. Each refrigeration circuit shall be provided with liquid strainer, thermostatic expansion valve and filter drier.

25. The system shall include a manual reset HP / LP control

26. Compressor: - The Compressor shall be of high energy efficiency **scroll type** or high range or equivalent with an EER of not less than 1.1 BTU H/ watt. Each Compressor shall have inbuilt Overloads, HP and LP controllers and shall have back seating type service valves. The compressor shall be mounted on Vibration isolators. Each compressor shall be provided with pressure gauge ports. Compressor is readily accessible for maintenance on the refrigeration circuit (s) without the need to switch the unit off. Time delay circuits should be provided to each compressor for delayed restart in case of supply interruption.

27. Evaporator Fans: - The fans shall be forward curved double inlet centrifugal types, double width. Fan scroll shall be fabricated out of galvanized sheet metal. The fan impeller shall be statically and dynamically balanced. Each fan shall have a separate motor and drive. Fans shall be designed for discharge of not less than 400 CFM per TR. Each fan shall be mounted on a Vibration Isolated Deck.

28. Fan Motor Drive: - Fan motor shall be TEFC (totally enclosed fan cooled) type, Each fan should have its own self-adjusting, directly coupled drive.

29. Evaporator Coil: - The evaporator coil shall be constructed out of inner grooved copper tubes 27 SWG thick and sinusoidal aluminum fins (13 fins per inch). The frame and drip tray should be fabricated from heavy gauge aluminum. The drip tray must be double angled for easy flow of condensate and shall be easily removable for cleaning. Air velocity over the cooling coil shall not exceed 600 ft / min. The cooling coil shall be a maximum of 3 rows deep. Distance between the fins should not be less than 1.8 mm and the velocity shall not be more than 2.5 m per second.

Air Cooled Condenser: - Heat rejection coil shall be constructed out of 27 gauge copper tubes expanded into straight aluminum fins (approx. 12 fins / inches). The condenser fan shall be designed for quiet operation. A motor having speed not exceeding 1400 RPM should directly drive fan. When compressor stops condenser fan should also stop.

30. The condenser should be suitable for horizontal mounting type. The entire outer cabinet should be powder coated. Condenser shall be suitable for 24-hour operation and capable of providing horizontal discharge. The coil shall be a maximum of 4 rows deep with a minimum fin spacing of 2.0 mm with a maximum velocity 3.6 m/s. the condenser fans shall be of lower noise level applications. Fans shall be of propeller type.

31. Service Area: - The out door unit shall be serviceable from the front side or top with a Maximum service space required of 600 mm. all round.

32. Air Filters: - Air filters shall be Panel types Filters made out of dry media disposable type. Compressed Fibrous Filter media having Filtration efficiency 95% down the microns.

33. Controls: - The standard controls shall be a microprocessor controller. The controls shall have separate indication of operating modes: - cooling and fan.

34. Trip conditions: - Unit shall trip on following any of the conditions

a) HP/LP of refrigerant b) Phase reversal c) Single phasing d) condenser fan trip  
e) blower fan trip

35. Display: - In normal Operating Mode the screen should display mode of operation i.e. FAN or COOL, fan speed & return air temperature .etc.

36. INTERCONNECTING REFRIGERANT PIPING AND WIRING: -

The Refrigerant piping interconnecting to indoor and outdoor units shall be of rigid copper pipes and fittings and shall be joined by brazed type joints. Suction line & liquid line shall be insulated together (for interceding) with 6 mm-white foam.

Wiring

interconnecting the indoor and outdoor shall be PVC insulated copper conductor flexible wires of appropriate rating of ISI. All pipes supports / clamps shall be painted with red oxide primer followed by two coats of synthetic enamel finish paint.

### 37. DUCTING AND INSULATION WORK: -

All duct work shall be constructed out of best quality cold annealed, flat galvanized iron. The joints shall be finished straight and neat. The duct work shall be supported/secured from roof slab or any other building member using angles, rods as may be required.

Thickness of sheets shall be as below :

|                 |             |
|-----------------|-------------|
| Up to 750 mm    | : 0.63(24G) |
| 751 to 1500 mm  | : 0.80(22G) |
| 1501 to 2250 mm | : 1.00(20G) |
| 2251 & above    | : 1.25(18G) |

Ducts are to be internally insulated with 25 mm fiber glass wool finished with 26 G Al. perforated sheet which will act as acoustic insulation. Tail end ducts are to be insulated with 25 mm fiber glass wool with AL foil, for duct above 50 ft.

## APPENDIX: II

### SCHEDULE OF REQUIREMENTS

1. The pharmacy is to be air conditioned by the combination of Two 11 TR duct able split air conditioner units ( i.e. to be air conditioned using direct expansion air cooled Ductable Split air conditioners.). The tenderer should submit the design and duct layout along with technical bid
2. Detail AC Ducting layout drawing( line diagram ) & heat load estimation Sheet duly signed by the authorized person / key personal of the AC Company ( not by authorized dealer ) should be furnished along with the Technical Part-T, otherwise tender document is treated as cancelled / rejected.
3. The indoor unit shall be installed to the True ceiling (with out false ceiling).
4. The supply air is taken through GI Spiral ducts and injected into the conditioned area through grills and diffusers.
5. The return air is collected from the ceiling through return air diffusers / grills and supplied back to the indoor unit. During this cycle fresh air is taken at the rate of 1 air change per hour.
6. Ceiling grills / diffusers of suitable sizes with MS dampers as required as per site conditions have to be provided by the AC contractor.
7. The air-cooled condensers of the Duct able Split AC units shall be placed outside.
8. Main incoming power will be taken from existing panel board.
9. The controlling is done by microprocessor with electronic remote pad, capable to trip the compressor when the set temperature is reached.
10. The ducting for the area as per technical specification
11. The existing 5.5 TR ductable split a/c is to be dismantled, re erected and installed in the proposed new Temperature controlled room of the storage space of the warehouse.

ANNEXURE I-A  
(see Cl.5.2)

**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. 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.
3. 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.*

**ANNEXURE IB**

*(see Cl.5.2)*

**MANUFACTURER'S AUTHORISATION FORM**

*(to be submitted by authorised 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. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
3. 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.*

**Annexure II**

**KERALA MEDICAL SERVICES CORPORATION LTD**  
**INSTALLATION CERTIFICATE**

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

|  |                        |                                |                    |
|--|------------------------|--------------------------------|--------------------|
| WARE HOUSE/HOSP CODE/Hospital Name:  |                        | SUP.CODE/ Name of the Supplier |                    |
| EQPT CODE /Name of the equipment:  |                        | Model                          |                    |
|  |                        | Serial no.                     |                    |
| Original Equipment Manufacturer  |                        | Installation date              |                    |
| Installed by   | Service Er. Name/ID No |                                | Mobile no          |
|  |                        |                                |                    |
| Service center address   |                        |                                |                    |
| Service Centre Manger's name   |                        | Mob. No                        |                    |
| Installation location/department /Room No  |                        | Project name                   |                    |
| Purchase Order no  |                        | Dated                          | Value              |
| Comprehensive Warranty period  | From                   | To                             |                    |
| Whether the sticker (as per cl 5.5.5 of the tender doc) affixed on all the key components of the equipment or on a conspicuous place in the installed room/storage area?<br><p align="center"><b>YES/NO (tick one)</b></p> |                        |                                |                    |
| Whether a digital Photograph of the installed equipment taken after affixing the sticker in the presence of the Warehouse Manager/hospital personnel?<br><p align="center"><b>YES/NO (tick one)</b></p>                    |                        |                                |                    |
| Accessories supplied   |                        |                                |                    |
|  | Item                   | Qty.                           | Serial No. Remarks |
|  |                        |                                |                    |

|  |  |   |                                      |
|--|--|---|--------------------------------------|
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
|  |  |   |                                      |
| Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation?<br><b>YES/NO (tick one)</b> |  |   |                                      |
| Whether training was conducted to the satisfaction at the time of installation?<br><b>YES/NO (tick one)</b>  |  |   |                                      |
| Short supply items, if any   |  |   |                                      |
| Preventive maintenance schedule  | Year 1   | Year 2  | Year 3                               |
|  | 2/4 visits                                       | 2/4 Visits  | 2/4 visits                           |
| Remarks of Warehouse Manager / hospital authorities  |  |   |                                      |
| Recommend to release payment<br>YES <input type="checkbox"/> NO <input type="checkbox"/>   |  | The equipment is working satisfactorily<br>YES <input type="checkbox"/> NO <input type="checkbox"/> |                                      |
| The equipment was installed and handed over on ..... <i>(Installation date to be filled in by the Head of the institution or by the end user)</i>  |  |   |                                      |
| Signature of service Er.<br><br>Name:<br>ID No.  | Signature of end user<br><br>Name:<br>Department | Signature of BME<br><br>Name:<br>Organization   | Signature of the Supdt.<br><br>Name: |
| Date:<br>Seal of supplier:   |  | Date:<br>Ware house/Hospital Seal :   |                                      |



**KERALA MEDICAL SERVICES CORPORATION LTD**  
**WARRANTY CERTIFICATE**

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

Date :

KMSCL Supply order No : ..... dated.....

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

| Sl No | Name of the accessory | Manufacturer's name | Sl No | Qty |
|-------|-----------------------|---------------------|-------|-----|
|       |                       |                     |       |     |
|       |                       |                     |       |     |
|       |                       |                     |       |     |
|       |                       |                     |       |     |
|       |                       |                     |       |     |
|       |                       |                     |       |     |
|       |                       |                     |       |     |

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

STICKER

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

## Annexure V

### 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 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
  - (d) the General Conditions of Contract;
  - (e) the Specific Conditions of Contract; and
  - (f) 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:**

| S.No. | Brief Description of goods<br>other | Quantity to be Supplied | Unit Price | Total Amount<br>(3 x 4) | Sales Tax<br>&<br>Taxes Payable |
|-------|-------------------------------------|-------------------------|------------|-------------------------|---------------------------------|
|-------|-------------------------------------|-------------------------|------------|-------------------------|---------------------------------|

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|
|---|---|---|---|---|---|

**Total Value: 5 + 6**

**Delivery Schedule:**

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

Signed, Sealed and Delivered by the

said ..... (For the *Purchaser*)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation  
and

Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of  
witness)

2) (Signature, Name and Address of  
witness)

## BANK GUARANTEE FORM

To  
The Kerala Medical Services Corporation Limited  
(Address)

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ (herein after called "the contract") to supply The Kerala Medical Services Corporation Limited, (address) 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 thereunder irrespective of whether the original guarantee is received by us or not.

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

.....

Name and designation of the officer

.....

.....

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

CHECK LIST

| Sl. No | Item  | Whether included – Yes / No | Page No. |
|--------|---|-----------------------------|----------|
| 1      | Check list as per Annexure VII.   |                             |          |
| 2      | General information about the tenderer as per Annexure VIII.  |                             |          |
| 3      | The design and duct layout in technical bid   |                             |          |
| 4      | Power of Attorney as per format in Annexure XV  |                             |          |
| 5      | The documents proving that the tenderer is an Original t Manufacturer/Assembler or dealer (Annexure I )   |                             |          |
| 6      | The Earnest Money Deposit as DD   |                             |          |
| 7      | The documents such as supply orders, performance reports from the user institutions showing that the tenderer and manufacturer have been in the business of the supply and installation in last three years                 |                             |          |
| 8      | 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. |                             |          |
| 9      | Notarized audited copies of the P& L Accounts, Balance Sheet, annual report, Sale tax return for the last three completed years certified by the auditors.  |                             |          |
| 10     | Annual turnover statement for last three years certified by the auditor   |                             |          |
| 11     | Sales tax clearance certificate as on 31-3-2011.  |                             |          |
| 12     | Documents showing service centre facilities Thiruvananthapuram  |                             |          |
| 13     | 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 )                                 |                             |          |
| 14     | Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications.   |                             |          |
| 15     | Preventive Maintenance check list as per Annexure XI  |                             |          |
| 16     | Calibration Check list as per Annexure XII  |                             |          |
| 17     | Copy of the complete tender document duly signed in all pages by the tenderer or the authorised signatory as a proof for accepting the terms and conditions   |                             |          |
| 18     | Copy of amendment duly signed, if any   |                             |          |





|     |   |                |
|-----|---|----------------|
| 9.  | <i>Act/Rule under which the firm was registered</i>   |                |
| 10. | <i>Type of Company (Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.)</i>                         |                |
| 11. | <i>Turn Over of the company<br/>2008-09<br/>2009-10<br/>2010-11</i>                                     |                |
| 12. | <i>Name and address of offices / centers in Thiruvananthapuram</i>                                      |                |
| 13. | <i>Whether any criminal case was registered against the company or any of its promoters in the past</i> | <b>Yes/ No</b> |
| 14. | <i>Other relevant Information provided *</i>  |                |

*\* 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)*

Date :

Office seal

Signature of the tenderer/  
Authorised signatory

**KERALA MEDICAL SERVICES CORPORATION LTD**  
**PREVENTIVE MAINTENANCE CHECK LIST**

Equipment Name :  
 Model :

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

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

Date :

Office seal

Signature of the  
 tenderer/Authorized  
 signatory

KERALA MEDICAL SERVICES CORPORATION LTD  
CALIBRATION CHECK LIST

Equipment Name :  
Model :

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

Date :

Office seal

Signature of the  
tenderer/Authorized  
signatory

KERALA MEDICAL SERVICES CORPORATION LTD

**PRICE BID FORM**

To

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

Sir,

Having examined the two sites and read the tender document for the supply installation commissioning and shifting of Ductable split A/C at Thiruvananthapuram and we here offer our best price for the equipments mentioned herein as follows.

Date :

Office seal

Signature of the  
Tenderer/Authorized signatory

**BEST PRICE OFFERED**

**Schedule of quantity**

| <i>Sl. No</i>              | <i>Description of the material</i>  | <i>Unit price *<br/>(A) (₹)</i> | <i>Customs duty (if applicable)<br/>(B)</i> | <i>Total unit cost (C=A+B)<br/>(₹)</i> | <i>Quantity<br/>(D)</i> | <i>Total Price Offered *<br/>E=(C x D)<br/>(₹)</i> | <i>Sales tax (%)<br/>(F)</i> |
|----------------------------|---|---------------------------------|---|--|-------------------------|--|------------------------------|
| <b>1</b>                   | Supply, erection, installation, testing, commissioning, of new ductable split a/c             |                                 |   |  | 1                       |  |                              |
| <b>2</b>                   | Shifting the existing ductable split a/c to the proposed temperature humidity controlled room |                                 |   |  | 1                       |  |                              |
| <b>Total Amount in Rs.</b> |   |                                 |   |  |                         |  |                              |

Date :

Office seal

Signature of the  
tenderer/Authorized signatory

**I. AMC CHARGES (LABOUR ONLY) for New Ductable split A/c**

| Equipment Name/Component | III Year | IV Year | V Year | VI Year | VII Year |
|--------------------------|----------|---------|--------|---------|----------|
| Ductable split A/C       |          |         |        |         |          |

**II. CMC CHARGES (COMPREHENSIVE AMC) Including all parts for new Ductable split A/C**

| Equipment Name/Component | III Year | IV Year | V Year | VI Year | VII Year |
|--------------------------|----------|---------|--------|---------|----------|
| Ductable split A/C       |          |         |        |         |          |

**I. AMC CHARGES (LABOUR ONLY) for Shifted Ductable Split A/C**

| Equipment Name/Component | III Year | IV Year | V Year | VI Year | VII Year |
|--------------------------|----------|---------|--------|---------|----------|
| Ductable split A/C       |          |         |        |         |          |

**II. CMC CHARGES (COMPREHENSIVE AMC) Including all parts for shifted Ductable split A/c**

| Equipment Name/Component | III Year | IV Year | V Year | VI Year | VII Year |
|--------------------------|----------|---------|--------|---------|----------|
| Ductable split A/C       |          |         |        |         |          |

Date :

Office seal

Signature of the  
tenderer/Authorized signatory

**KERALA MEDICAL SERVICES CORPORATION LTD**  
**SPARES PRICE LIST**

*(to be submitted along with price bid)*

Equipment Name :  
 Model :

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

Date :

Office seal

Signature of the  
 tenderer/Authorized  
 signatory



**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).

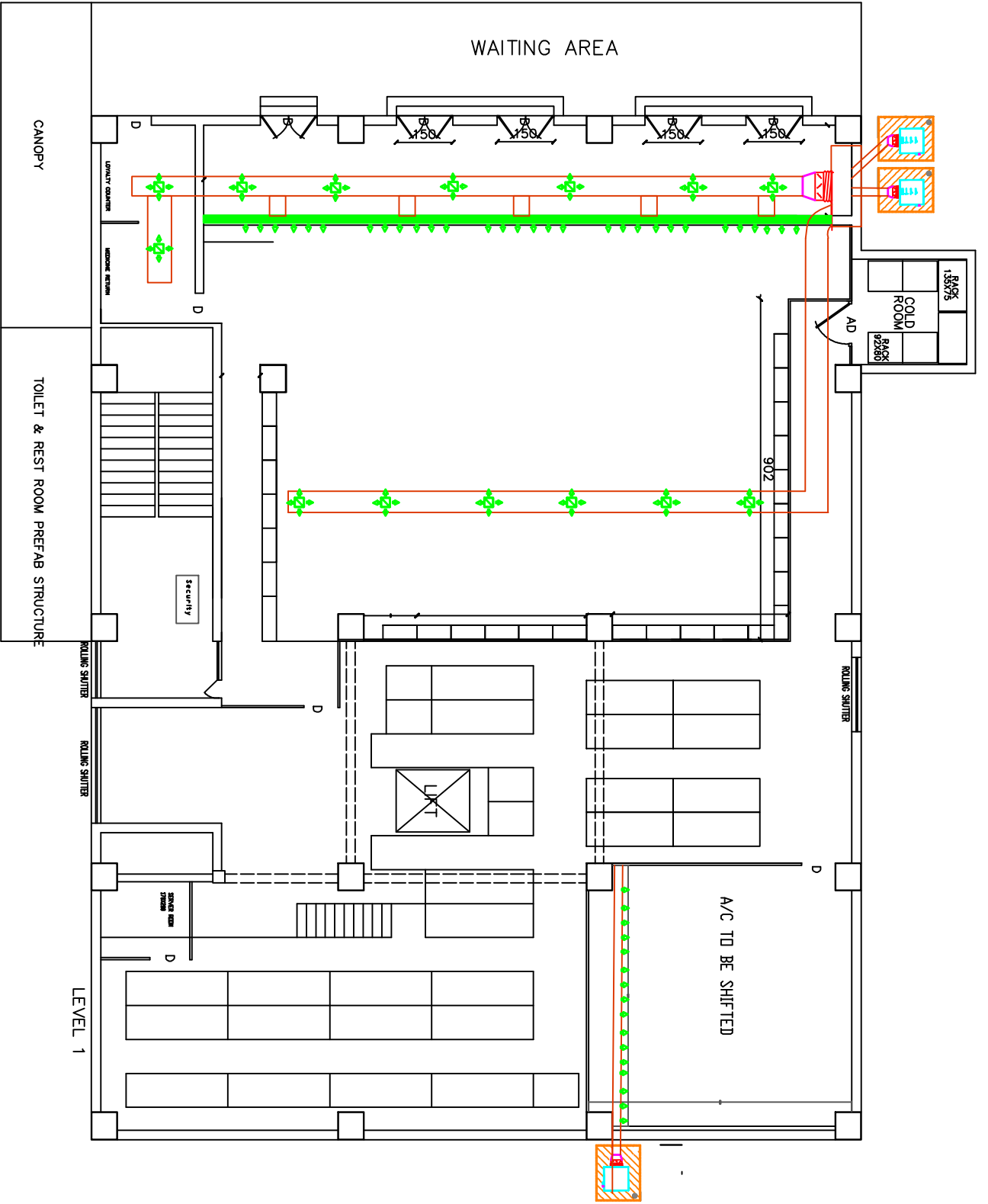
I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the \_\_\_day of 201\_  
For\_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)  
(Name, Title and Address of the Attorney)  
Date : \_\_\_\_\_



THIS IS A SAMPLE DRAWING ONLY, THE REQUIREMENT IS TO GET THE TEMPRATURE IN THE RANGE OF 18 TO 30 DEG CEL IN THE PHARMACY AREA  
 THE DESIGN/ DUCT LAY OUT SHOULD BE SUBMITTED ALONG WITH TECHNICAL BID WITH CLAMIFICATION  
 DOWN/SIDE THROW AND RETURN GRILLS ARE TO BE DESIGNED AS REQUIRED TO GET THE TEMPRATURE 18 TO 30 DEG CEL

**PROPOSED KMSCL PHARMACY IN MEDICAL COLLEGE, TRIVANDRUM**