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

TENDER DOCUMENT
for
Rate Contract for the Supply of pallets

(TENDER NO: KMSCL/ Projects/ T/2011-12/001)

Name of Tenderer :  
Address :  
Signature of Tenderer :

Last date and time for the receipt of Tender: 11:00 am; 08/12/2011
Date of opening of technical bid: 12:00 noon; 08/12/2011

NOT TRANSFERABLE

For details:
www.kmscl.kerala.gov.in
e-mail: 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. The payment to the successful tenders shall be settled after the satisfactory supply of pallets. On our side, we ensure that the technical specifications are not biased towards a particular firm, through consultations during the pre-tender meetings with the prospective tenderers. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if, the user agency certifies the Pallets required is of proprietary nature.

1.3. Every paise spend by the corporation is public money and hence accountable. Therefore, the performance of the Pallets purchased by the Corporation have to be given paramount importance. Corporation will be dealing with defaulters in these fronts with a firm hand, which may lead to black listing and recovery of damages. We request our valuable suppliers to avoid such unpleasant situations.
1.4. 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. The corporation will not wait for the mandatory 30 days period to provide any information under Right to Information Act and will provide the information within the minimum possible time. The Corporation will uphold the fundamental “right to be heard’ enshrined under the Constitution of India and will take harsh decisions only after providing opportunity for hearing/submission of facts. 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/-
Biju Prabhakar IAS
Managing Director, KMSCL
& Tender Inviting Authority

Date: ../…/2011
SECTION II
SCOPE & DESCRIPTION OF CONTRACT

2.1. General Definitions

2.1.1. Government means Government of Kerala, represented by the Principal 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 Government or the funding agencies calls and finalize tenders and ensure supply of the Pallets procured under this tender document.

2.1.3. Blacklisting/debarring – the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

2.2. Scope

2.2.1. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs and equipments for all public healthcare institutions under the department. Procured drugs are stored at different KMSCL warehouses at all the district in Kerala. The effective and safe storage of drugs pallets are needed in each warehouses. The tenders are invited for the supply of the Pallets for the warehouses at the different locations. The details of Pallets which are mentioned in Section IV.

2.2.2. Rate Contract: This tender is also a ‘Rate Contract’. The tenderers are expected to quote their best rates for the pallets fulfilling the technical specifications, Quantity and locations of the supplying pallets under the first instance of supply are also mentioned in Section IV of this tender document. The tenderers have the option to extend the period of price firmness for a further period upto 2 year (inclusive of the minimum price firmness period.
of 180 days), during which KMSCL may place orders for the supply of the same Pallets procured under this tender.

2.2.3. The rate contractors can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with KMSCL.

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 will only be eligible for opening of price bids.

2.3.2. 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/2011-12/001 TECHNICAL BID for supply of pallets or “Tender No: KMSCL/Projects/T/2011-12/001 PRICE BID for supply of pallets 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/2011-12/001 TENDER for supply of pallets.

2.3.3. The Price bids of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation.

2.3.4. The tenders should be prepared and submitted as per the tender formats only prescribed in the tender document and should be addressed to:

KMSCL: Tender Document for rate contract for the supply of pallets
2.2.6. In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) rounded to 2% of the estimated cost of the pallets tendered is adopted.

2.2.7. The date of opening of tender technical bid shall be published in advance. The date of opening of price bid will be decided after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.

2.2.8. 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.

2.2.9. The corporation normally adopts the following methods for verification of compliance of specification of the Pallets, called “demonstration”, as follows.

2.2.9.1. Demonstration of the specification of sample Pallets at the head office of Tender Inviting Authority.

2.2.9.2. Inspection by a technical committee or the representative of the Tender Inviting Authority at the nearest third party location where the successful tenderers have supplied the same make/model of the Pallets.

2.2.10. The decision on the mode of verification of specification of the Pallets will be decided after the pre-tender meeting by the corporation on the basis of expert advice. The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the supplier’s site, if needed.

2.2.11. There will not be any individual communication in respect of general notices, amendments, etc. The prospective offers are advised to check for updates in our website 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.

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

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SECTION III
TENDER SCHEDULE

3.1. Tender Details

1. Tender No. KMSCL/Projects/T/2011-12/001
2. Cost of tender Document ` 4680/- (inclusive 4% VAT)
3. Total Estimated Cost ` 30 lakhs
4. Earnest Money Deposit ` 60,000/-
5. Validity of EMD 180 days
6. Performance Security 10% of the offered price (for successful tenderers)
7. Validity of Performance Security Upto 90 days after the date of completion of the contractual obligations

3.2. Important dates:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Date and time</th>
<th>Venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of release of tender</td>
<td>From 10:00 am, 22/11/2011</td>
<td>Head Office, KMSCL,</td>
</tr>
<tr>
<td>2</td>
<td>Date of Pre-tender meeting</td>
<td>11:30 am; 30/11/2011</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Last date for submission of filled up tenders</td>
<td>11:00 am, 08/12/2011</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of opening of the Technical bid</td>
<td>12:00 noon, 08/12/2011</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Date of demonstration of Pallets</td>
<td>To be informed to the qualified tenderers qualifying after opening of technical bids</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Date of opening of the price bid</td>
<td>To be informed to the qualified tenderers qualifying after demonstration</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV
DETAILS OF PALLETS TENDERED

4.1. Technical specifications of Pallets:

The detailed technical specifications and other quality parameters of the Pallets are contained in below.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Type</th>
<th>Speciation and Size of pallets</th>
<th>Dynamic Load Capacity</th>
<th>Static Load Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Type-A</td>
<td>PVC pallets with Antistrike and chequered top, flat bottom 9 legs non reversible 4 ways suitable to handle with all kind of materials handling equipment. Size of pallets: 1200x800x150 mm</td>
<td>1000Kg.</td>
<td>1500kg</td>
</tr>
<tr>
<td>2</td>
<td>Type-B</td>
<td>PVC pallets with Antistrike and chequered top, flat bottom 9 legs non reversible 4 ways suitable to handle with all kind of materials handling equipment Size of pallets: 750x750x150 mm</td>
<td>500Kg.</td>
<td>1000kg</td>
</tr>
</tbody>
</table>

*Variation up to ± 5% admissible.*
4.2. **Schedule of Requirements**

The schedule of requirements showing the number of Pallets in every location and the details of the locations are mentioned in below (for initial supply order).

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Location for supplying</th>
<th>Quantity Type - A 1200x800x 150 mm</th>
<th>Quantity Type - B 750x750x 150 mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>District Drug warehouse, Thiruvanathapuram.</td>
<td>150 Nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>2.</td>
<td>Kottayam rental Warehouse, Thallakam, Kottayam.</td>
<td>50 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>3.</td>
<td>State ware housing Corporation Manjeri</td>
<td>100 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>4.</td>
<td>Rental ware House Kunnamangalam, Kozhikode.</td>
<td>50 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>5.</td>
<td>District Drug warehouse, pathanamthitta.</td>
<td>50 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>6.</td>
<td>District Drug warehouse, Pallakad.</td>
<td>50 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>7.</td>
<td>District Drug warehouse, Ernakulam.</td>
<td>170 nos</td>
<td>50 nos</td>
</tr>
<tr>
<td>8.</td>
<td>District Drug warehouse, Wayanad.</td>
<td>-</td>
<td>50 nos</td>
</tr>
<tr>
<td>9.</td>
<td>District Drug warehouse, Muttom, Idukki.</td>
<td>-</td>
<td>50 nos</td>
</tr>
<tr>
<td><strong>Total quantity</strong></td>
<td></td>
<td>620 nos</td>
<td>460 nos</td>
</tr>
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SECTION V
SPECIFIC CONDITIONS OF CONTRACT

5.1. Time Limits prescribed

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<th>Time Limit</th>
</tr>
</thead>
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<td>5.1.1.</td>
<td>Supplying &amp; Delivery period</td>
<td>4 weeks from date of issuance of Supply Order</td>
</tr>
<tr>
<td>5.1.2.</td>
<td>Comprehensive warranty period</td>
<td>One years</td>
</tr>
<tr>
<td></td>
<td>Submission of Performance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>period</td>
<td></td>
</tr>
<tr>
<td>5.1.3.</td>
<td>Security and entering into contract</td>
<td>10 days from the date of issuance of Letter of Intent</td>
</tr>
<tr>
<td>5.1.4.</td>
<td>Payment Installments of Price of Pallets and ratio</td>
<td>2 Installments and in the ratio 90:10</td>
</tr>
<tr>
<td>5.1.5.</td>
<td>Time for making payments by Tender Inviting Authority</td>
<td>Within 30 days from the date of submission of proper documents</td>
</tr>
</tbody>
</table>

5.2. Pre qualification of tenderers:

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

5.2.2. The tenderer and manufacturer of the Pallets offered should be in the business of the supplying of same/similar Pallets for the last three calendar years.

5.2.3. The tenderer and manufacturer of the Pallets offered should have supplied 30% of the tendered quantity of the same/similar Pallets as per the schedule of requirements in any one of the last two calendar years in the country and who submit copy of the work order, satisfactory performance report attested by the client(s).
5.2.4. Tenderers who 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 Bank Guarantee/Bankers cheque.

5.2.5. The pallet manufacture should be ISO certificate registration. Copy of certificate to be submit.

5.2.6. The tenderers who have a minimum annual turnover of ` 60 Lakhs every year 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 etc.)

5.2.7. Tenderers who submit notary attested copy of IT returns filed for the last three years.

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 of the pallets

5.3.1. The Tender Inviting Authority may also depute one of its representatives with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the supplying certificate is essential.

5.3.2. The final payment of the remaining (second) installment is made only after the defect liability period of One year from the date of supply.

5.4. Guarantee/Warranty terms:

5.4.1. The successful tenderer has to warrant that the pallets 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.

5.4.2. The successful tenderer further have to warrant that the pallets 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.

5.4.3. All the Pallets including the accessories supplied as per the technical specification in clause 4.1 should carry comprehensive warranty for a period of One year. 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 supplying site. The cost for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.

5.4.4. The prospective tenderer, who are not a manufacturers, shall submit an undertaking in the format Annexure I B from the Pallets Manufacturers that they are willing to provide for the period of warranty if awarded. centre in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2. and the tenderer shall provide proof of their capability to undertake such replacement/repair within the stipulated time.

5.4.5. If the successful tenderer, having been notified, fails to replace the defective pallets within the period specified mentioned in the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful tenderer’s risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.

5.4.6. Failure to attend the repairs in time or failure to replace the defective Pallets or to provide stand by Pallets 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.

5.4.7. A warranty certificate (as per format in Annexure II) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Supplying Certificate. A copy of the original warranty papers have to be given to the institution head concerned.
5.4.8. Any mandatory approval required for supplying shall be obtained by the successful tenderer in liaison with the respective authorities.

5.5. Payment

5.5.1. The payment of the first installment of the price agreed will be made within thirty days from the date of supplying of the Pallets with its all necessary accessories at specified in the supply order, on submission of Supplying Certificates, warranty certificate (Annexure II), invoice with proper stock taking details, quality assurance certificate / test certificate if required as per technical specification and RTGS details.

5.5.2. 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.

5.5.3. Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered. Part Payment at the agreed rate as per cl.5.1. shall be considered in respect of Pallets supplied and the necessary Supplying Certificate obtained.

5.5.4. The retained remaining (second) installment will be released only after the defect liability period of One year.

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

5.5.6. 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.

5.5.7. 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 Tender Inviting Authority.
5.5.8. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Tender Inviting Authority, 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 forthwith.

5.5.9. The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following.

5.9.9.1 In case any difficulty is experienced by the successful tenderer in obtaining the supplying certificate from any of the supplying site after the supplying of the Pallets, 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 (Section III)
6.1.4. Details of Pallets 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 of the Pallets tendered are contained in this “Tender Document”

6.3.2. The tender document is to be downloaded from website 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 favor 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 V 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 Pallets mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of government departments/offices/ organizations to whom the Pallets with the same specifications or higher have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested by a gazetted officer or the client institution/organization where the same have been supplied and installed. Suppliers who supplied Pallets in the past to the Government of Kerala Health care institutions need to compulsorily submit performance certificate of the Pallets 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 authorized person or persons signing the bid along with the stamp of the tenderer.

6.4.8. A copy of the complete tender document and amendments if any 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 authorized to bind the Tenderer to the Contract with Tender Inviting Authority. The letter of authorization, 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 one of the following forms:

6.5.4.1. A demand draft in favour of Managing Director, Kerala Medical Services Corporation Limited, payable at Thiruvananthapuram; OR

6.5.4.2. A Bank Guarantee issued by a nationalized / scheduled bank located in India, in the form prescribed in the tender document (Annexure -IV) and shall valid for the period indicated in Section III; Bank Guarantee in any other format will not be acceptable and render the bid non-responsive.

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

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

6.6.4. The successful tenderer upon entering into a rate contract can withdraw from the contract at any point of time after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.6.5. 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. **Pre Tender Meeting**

6.7.1. Date of pre-tender meeting is mentioned in Section III.

6.7.2. Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.

6.7.3. It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.
6.7.4. It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc, so as to make amendments in the tender document on the basis of expert advice.

6.7.5. All prospective tenderers who have purchased the tender document or remitted `1000/- as registration fee for the pretender meeting on or before the scheduled date and time can attend. The venue, date and time indicated in Section III.

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

6.7.7. Filled up Tenders will be accepted only after the date of pre-tender meeting.

6.8. Amendment of tender documents:

6.8.1. At any time prior to the deadline for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

6.8.2. 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.

6.8.3. 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.

6.9. Tendering System

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

6.9.2. 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, 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 Pallets meeting the
quality standards and technical specification and the ability of the tenderer for providing efficient to the satisfaction of the Tender Inviting Authority and the .

6.9.3. PART – II titled as PRICE BID shall contain only the ‘Price Bid Form’ duly filled in the prescribed Performa (Annexure IX). Price Bid not submitted in the prescribed Performa will not be considered for evaluation.

6.9.4. 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: 001/Projects/KMSCL/2011TECHNICAL BID for supply of Pallets or “Tender No:001/Projects/KMSCL/2011PRICE BID Supply of pallets” 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:001/Projects/KMSCL/2011TENDER for supply of Pallets”.

6.9.5. Every envelope shall also indicate the Tender No. (Provided in Section III), name and address of the Tenderer.

6.9.6. The rates quoted shall be inclusive of all charges like taxes, duties, freight charges, loading, unloading, handling charges etc.

6.9.7. A Third envelope, containing the above two sets of documents in separate envelope, shall be sealed and marked properly and shall be addressed to;

   The Managing Director
   Kerala Medical Services Corporation Ltd
   Thycaud.P.O.,
   Thiruvananthapuram - 695 014
   Kerala State

6.9.8. The outer (third) envelope shall indicate the Tender No, last date & time of receiving the tenders along with the address of Tender Inviting Authority.

6.9.9. The third envelope 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.

6.9.10. 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.
6.10. Contents of the Technical Bid:

6.10.1. Check list as per Annexure V.

6.10.2. General information about the tenderer as per Annexure VI.

6.10.3. Power of Attorney as per format in Annexure IX.

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

6.10.5. The Earnest Money Deposit as DD/bank Guarantee as per Annexure IV.

6.10.6. The documents such as supply orders, performance reports from the s showing that the tenderer and manufacturer have been in the business of supplying the Pallets offered for the last three calendar years

6.10.7. The documents such as supply orders, performance reports from the s showing that the tenderer and manufacturer has supplied and installed 30 % of the tendered quantity of the same/similar Pallets as per the schedule of requirements in any one of the last two calendar years in the country.

6.10.8. Technical literature, inclusive of drawings, product data sheet with original brochure and other documents proving that the Pallets meet all the technical parameters as laid down under Section IV.

6.10.9. Offer form as per Annexure VII.

6.10.10. 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

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

6.10.12. Annual turnover statement for last three years certified by the auditor

6.10.13. Sales tax clearance certificate as on 31-3-2011.

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

6.10.15. List of Supplying’s of the offered model in Kerala and South India (government and private instructions separately with name/designation of the contact person, phone number/fax/email )

6.10.16. Documents showing service centre facilities in Kerala/South India
6.10.17. Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications.

6.10.18. Copy of the complete tender document and amendments if any duly signed in all pages by the tenderer or the authorized signatory.

6.11. Method of Submission of tender

6.11.1. 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.

6.11.2. Tender sent by telex or fax or email is void.


6.12.1. 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).

6.12.2. 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.

6.12.3. 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.

6.12.4. 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.
6.13. Modification and Withdrawal of Bids

6.13.1. 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.

6.13.2. The tenderers’ modification or withdrawal notice shall be signed by the tenderer or his/her authorized 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.

6.13.3. Modification of bids on request from Tender Inviting Authority: No bid may be modified subsequent to the deadline for opening of bids. However, if the quantity mentioned in the tender vary beyond 25% of the quantity indicated under this tender documents then the following procedure is adopted:

6.13.3.1. All the purchasers of the tender document till the date of amendment shall be given option to submit revised price bids.

6.13.3.2. In the event the quantity has to be increased after the pre-qualification of the technical bid evaluation and/or the demonstration, the option for submitting revised price bids will be limited to the qualified tenderers (who have been selected after evaluation of the technical bid and/or demonstration).

6.13.3.3. In such event(s), the Tender Inviting Authority will make a comparison of the previous prices quoted by the qualified tenderers and if it is found that the increase in quantity has not made any impact in terms of reduction in price offered, it may cancel the tender and go for fresh tenders. However, such decisions of the Tender Inviting Authority will be taken at its discretion.

6.13.3.4. The supply orders of quantity, arising after the conclusion of the tender will be placed on successful tenderers only at the discounted rates, if any, offered in the price bid form of the successful tenderer.

6.13.4. 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.
6.14. Opening of Tender

6.14.1. 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.

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

6.14.3. 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.

6.14.4. 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.

6.14.5. 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.

6.14.6. 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.

6.14.7. The date and time of open the Price Bid will be announced only after the opening of the Technical Bid and a demonstration of the features, operation etc of the Pallets by the tenderers.

6.15. Evaluation of tender

6.15.1. Bid Evaluation Committee:

6.15.1.1. 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.

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

6.15.2. Technical Committee:
6.15.2.1. The demonstration shall be conducted by a Committee called the ‘Technical Committee’ in which external experts may also be present.
6.15.2.2. The decisions of the technical committee will also be published.

6.15.3. Purchase Committee:
6.15.3.1. In case of major purchases, the decisions of the Bid evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee
6.15.3.2. In such cases, the decisions of the Purchase Committee will also be published.

6.15.4. 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.

6.15.5. 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.

6.15.6. 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.

6.16. Clarification of Bids
6.16.1. 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.
6.16.2. The request for clarification and the response shall be in writing, either through email or fax or by post.
6.16.3. 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 separately sealed envelopes with a marking “revised price bid vide reference no...”

6.17. **Demonstration of technical specifications and performance:**

6.17.1. If it is of the opinion of the Tender Inviting Authority that it is practically impossible for the tenderer to bring the Pallets for demonstration of specifications/performance to the head office of the Corporation, the Tender Inviting Authority may instruct the tenderer to adopt any of the two following methods;

6.17.1.1. Inspection of the specifications/performance of the Pallets by a technical committee/authorized representative of the Tender Inviting Authority at the nearest third party location where the qualified tenderer is installed the same make/model of the Pallets; OR

6.17.2. Failure to demonstrate the technical specification or performance of the Pallets to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such tenderers shall not be considered for opening of Price bids.

6.17.3. **Pre-delivery inspection (PDI):** The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the suppliers site, if needed.

6.17.3.1. The Tender Inviting Authority and/or its nominated representative(s) will, without any extra cost to the successful tenderer, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The Tender Inviting Authority shall inform the successful tenderer in advance, in writing, the Tender Inviting Authority’s programme for such inspection and, also the identity of the officials to be deputed for this purpose.

6.17.3.2. The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).

6.17.3.3. If such inspections and tests are conducted in the premises of the successful tenderer, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the successful tenderer to the Tender Inviting Authority’s inspector at no charge to the Tender Inviting Authority.
6.17.3.4. If during such PDI, if the contracted goods fail to conform to the required specifications and standards, the Tender Inviting Authority’s inspector may reject them and the successful tenderer shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Tender Inviting Authority and resubmit the same to the Tender Inviting Authority’s inspector for conducting the inspections and tests again.

6.17.3.5. In case the contract stipulates pre-delivery inspection of the ordered goods at successful tenderer’s premises, the successful tenderer shall put up the goods for such inspection to the Tender Inviting Authority’s inspector well ahead of the contractual delivery period, so that the Tender Inviting Authority’s inspector is able to complete the inspection within the contractual delivery period.

6.17.3.6. If the successful tenderer, tenders the goods to the Tender Inviting Authority’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the successful tenderer. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Tender Inviting Authority under the terms & conditions of the contract.

6.17.4. The Tender Inviting Authority’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority’s inspector during PDI or demonstration as mentioned above.

6.17.5. Goods accepted by the Tender Inviting Authority /or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority’s right to reject the same later, if found deficient in terms of the warranty clause of the contract.

6.18. Price Bids

6.18.1. 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.

6.18.2. The price bid shall be submitted in the format given in this document as Price Bid Form (Annexure VIII). The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

6.18.3. The price offered shall be all inclusive. The tenderer shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

6.18.4. The tenders shall offer prices of the Pallets inclusive of all the accessories mentioned in the technical specification under Section IV and under no circumstances offer the essential accessories, without which the Pallets cannot function properly, as optional.

6.18.5. The tenderer is also required to offer the rates of all the optional accessories, if any, of the Pallets mentioned under Section IV and the cost of the same should be included in the offers submitted.

6.18.6. 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.

6.18.7. Price Offered shall be in Indian Rupees. Price should be quoted for the supply, training (if necessary) and successful commissioning of the Pallets and fulfillment of warranty/guarantee and to the satisfaction of the .

6.18.8. 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.

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

6.18.10. There shall also be no hidden costs.

6.18.11. Prices indicated on the Price Bid Form shall be entered separately in the following manner:

6.18.11.1 **Basic price:** The price of the Pallets quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable,
all accessories / additional accessories / spares mentioned in the technical specification section IV, 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, supplying, testing and commissioning of the Pallets, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods.

6.18.11.2 Applicable taxes like Sales tax, customs duty etc. 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.

6.18.11.3. Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable. 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

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

6.18.12. The unopened Price bids will be returned to the Tenderers within 30 days from the date of finalization of the tender.

6.19 Acceptance / Rejection of tenders:

6.19.1 It is also not necessary that 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.

6.19.2 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.

6.19.3 Price Bids without offering discounted rates vis-à-vis the increase in quantities will also be treated as non-responsive and rejected.
6.20 Other terms and Conditions

6.20.1 All the terms and conditions in respect of warranty/guarantee, Training of Staff etc mentioned in Section IV shall be complied with.

6.20.2 Technical Specifications and Standards:- The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in Section IV of this document.

6.20.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties etc. In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.21 Notices

6.21.1. 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;

6.21.1.1. The tender notices, documents, corrigendum, addendum etc if any.

6.21.1.2 Amendments to the tender conditions, if any, especially after the pre-tender meeting.

6.21.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

6.21.1.4. List of tenderers qualified for demonstration of Pallets and reasons for rejection of unqualified tenderers.

6.21.1.5. Results of the demonstration of the Pallets, reasons for rejection of Pallets and provisional list of tenderers qualified for price bid opening.

6.21.1.6 Final List of technical qualified bidders.

6.21.1.7. Provisional rates and provisional list of L1 bidders and Pallets and rates offered.

6.21.1.8 Final Rate Contract list.

6.21.2. 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.

6.21.3 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.

6.22 Award of Contract

6.22.1 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 Pallets, i.e. after price bid opening.

6.22.2 Variation of Quantities at the Time of Award/ Currency of Contract:- At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned under cl.4.2 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

6.22.3. If the quantity as mentioned under cl.4.2 has not been increased at the time of the awarding the contract, and later if the Tender Inviting Authority increases the quantity of Pallets beyond the said 25 %, during the currency of the contract, then the discounted rates offered in the price bid form shall apply, but without any change in terms and conditions of this contract.

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

6.22.5. The details such as rates, the model of the Pallets 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 s under the Government of Kerala for enabling such s to place orders directly with the successful tenderer during the currency of the contract.
6.23 Notification of Award/Letter of Intent (LOI)

6.23.1 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 Pallets(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.

6.23.2 The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.

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

6.24 Signing of Contract

6.24.1 The successful tender shall execute an agreement in the format as given under Annexure III for ensuring satisfactory supplying and the /support during the warranty period.

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

6.24.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return the submit two copies of the contract (as per agreement Annexure III) with a duplicate copy, both on ` 100/- stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.24.4 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.

6.24.5 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.

6.24.6 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:

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

6.24.6.2 Mode of Demonstration/PDI

6.24.6.3 Incidental services to be provided by the successful tenderer

6.24.6.4 Mode of Supplying

6.24.6.5 Place of delivery

6.24.6.6 Converting the supplying of the Pallets in all or any of the locations.

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

6.25 Performance Security

6.25.1 There will be a performance security deposit amounting to 10% of the total value of the Pallets 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’.

6.25.2 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.

6.25.3 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.

6.25.4 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.

6.25.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
6.25.5.1 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.

6.25.5.2 In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the government including furnishing of wise Bank Guarantee for security as per Performa, the amount of the performance security is liable to be forfeited.

6.25.5.3 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.

6.25.5.4 Tender Inviting Authority 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.

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

6.26 Delivery and Supplying

6.26.1 The successful tenderer will have to 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 . It shall be ensured that the Pallets arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

6.26.2 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.
6.26.3 A copy of the invoice shall be submitted to every in effecting stock entry at the respective location.

6.26.4 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.

6.26.5 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:-

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

6.26.5.2 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.

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

6.27 Imported Pallets

6.27.1 The Tender Inviting Authority shall no way involve in the import of the Pallets from foreign countries, if such Pallets are manufactured outside the country. It shall be the solemn duty of the tenderer to import the Pallets offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of Pallets, especially when the import is from hostile nations.

6.27.2 The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of
imported Pallets at the time of pre-tender meeting and the tender document shall be modified by amendment to that extent.

6.27.3 The Tender Inviting Authority or the will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply of any Pallets at the time and locations stipulated/agreed to in the bids.

6.27.4 The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original Pallets manufacturer having a place of business in India.

6.27.5 The payment will be made in Indian Rupees to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

6.27.6 The successful tenderer shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the tenderer in violation of foreign exchange regulations.

6.28 Intellectual Property Rights (IPR)

6.28.1 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.

6.28.2 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.

6.29 Corrupt or Fraudulent Practices

6.29.1 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:
6.29.1.1 “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

6.29.1.2 “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;

6.29.1.3 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.

6.29.2 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.

6.30 Force Majeure

6.30.1 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.
6.30.2 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.

6.30.3 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.

6.30.4 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.

6.31 Resolution of disputes

6.31.1 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.

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

6.32 Applicable Law & Jurisdiction of Courts

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

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

6.33 General/ Miscellaneous Clauses

6.33.1 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.
6.33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.33.3 The Successful tenderer shall notify the Tender Inviting Authority/ the Government of India of any material change would impact on performance of its obligations under this Contract.

6.33.4 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.

6.33.5 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority 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.

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

6.34 Penalties for non-performance

6.34.1 The penalties to be imposed, at any stage, under this tender are:

6.34.1.1 imposition of liquidated damages,
6.34.1.2 forfeiture of EMD/performance security
6.34.1.3 termination of the contract
6.34.1.4 blacklisting/debarring of the tenderer

6.34.2 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.

6.34.3 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.
6.34.4 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:

6.34.5 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 Pallets to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority 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.

6.34.6 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 Pallets from such tenderers.

6.35 Termination of Contract

6.35.1 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.
6.35.2 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.

6.35.3 Unless otherwise instructed by the Tender Inviting Authority, the successful tenderer shall continue to perform the contract to the extent not terminated.

6.35.4 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.

6.35.5 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.

6.35.6 Further details could be obtained from the office of the Managing Director of Kerala Medical Services Corporation Ltd during office hours at 0471-2337353/3045600.
6.36 **Fall Clause**

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

\[\text{Sd/-} \]

**Biju Prabhakar IAS**

Managing Director,

KMSCL & (Tender Inviting Authority)
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:

1. We …………………………………… (name) declare that we are the original manufacturers of the Pallets offered in the above tender, having registered office at ……………… (full address with telephone number/fax number & email ID and website), and having factories at ______________

2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We hereby declare that we are willing to provide guarantee/warranty and during the period of warranty as per the above tender.

4. We also hereby declare that we have the capacity to manufacture and supply, the quantity of the Pallets tendered within the stipulated time.

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

Date: (Name of manufacturers)
Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
ANNEXURE I-B  
(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 :  
Tender name :

1. We .............................. (name ) are the original manufacturers of the above Pallets offered in the above tender having registered office at .............. (full address with telephone number/fax number & email ID and website), having factories at __________ and __________, do hereby authorize M/s._________________ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no..

2. No company or firm or individual other than M/s._________________ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warrantee 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.

4. We also hereby declare that we have the capacity to manufacture and supply, the quantity of the Pallets tendered within the stipulated time.

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

Date:  
(Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
KERALA MEDICAL SERVICES CORPORATION LTD
WARRANTY CERTIFICATE
(to be filled jointly by the Tenderer, head of & Representative of the Tender Inviting Authority individually for every Pallets)

Date:

KMSCL Supply order No : …………………………… dated……………

The…………………………………………………..(Name) of following Types…………………………was installed successfully at…………………………………………………………………………..( Institution Name ) is offered with a comprehensive warranty for a period of ……. years starting from……………………………………to…………………………

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Pallets size</th>
<th>Type</th>
<th>Qty</th>
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Signature of the Supplier
Name:
Seal:

Signature of the End user
Name:
Seal:
AGREEMENT

THIS AGREEMENT made the......... day of ............., 2011....... 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 su-
bmitted 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:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Brief Description of Pallets</th>
<th>Quantity to be Supplied</th>
<th>Unit Price</th>
<th>Total Amount (3 x 4)</th>
<th>Sales Tax &amp; other Taxes Payable</th>
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<td>1</td>
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**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 ______________ (hereinafter 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
### Checklist

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Whether included - Yes / No</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check list as per Annexure V.</td>
<td></td>
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<tr>
<td>2</td>
<td>General information about the tenderer as per Annexure VI.</td>
<td></td>
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<tr>
<td>3</td>
<td>Power of Attorney as per format in Annexure IX</td>
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<tr>
<td>4</td>
<td>The documents to prove that the tenderer is an Original Manufacturer or their principal dealers/importers for Kerala/ South India/India (Annexure IA or B)</td>
<td></td>
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<tr>
<td>5</td>
<td>The Earnest Money Deposit as DD/bank Guarantee as per Annexure IV.</td>
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<tr>
<td>6</td>
<td>The documents such as supply orders, from any Institution showing that the tenderer and manufacturer have been in the business of the supply of the Pallets for the last three years</td>
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<tr>
<td>7</td>
<td>The documents such as supply orders, from any Institution showing that the tenderer and manufacturer supplied 30% of the tendered quantity of the same/similar Pallets as per the schedule of requirements in any one of the last two calendar years in the country</td>
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<td>8</td>
<td>Technical literature, product data sheet with original brochure and other documents proving that the Pallets meet all the technical parameters as laid down under Section IV.</td>
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<td>9</td>
<td>Offer form as per Annexure VII.</td>
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<tr>
<td>10</td>
<td>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.</td>
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<tr>
<td>11</td>
<td>Notarized audited copies of the P&amp; L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Annual turnover statement for last three years certified by the auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sales tax clearance certificate as on 31-3-2011.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Notary attested copy of IT returns filed for the last three completed years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>List of Supplying of the Pallets in Kerala and South India (government and private instructions separately with name/designation of the contact person, phone number/fax/e-mail)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Copy of the complete tender document duly signed in all pages by the tenderer or the authorised signatory.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### KERALA MEDICAL SERVICES CORPORATION LTD

#### GENERAL INFORMATION ABOUT THE TENDERER

<table>
<thead>
<tr>
<th></th>
<th><strong>Name of the Tenderer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Registered Address of the company: (Address, tel, fax, e-mail, website)</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Office Address</strong></td>
</tr>
</tbody>
</table>

- E-mail website

| 4. | **Contact Person** |
|    | Designation Mobile Phone No Telephone No Fax No e-mail |

| 5. | **Key Personnel:** (Chairman / Managing Director/Managing Partner etc) |

| 6. | Whether the tenderer Original Pallets Manufacturer or the authorised dealer/representative? If authorised dealer/representative, then name of the Principals/OEM |

| 7. | Registration No. & Date of Incorporation of Company |

| 8. | Principal Place of Business |

| 9. | Act/Rule under which the firm was registered |

<p>| 10. | <strong>Type of Company</strong> (Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.) |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 11. | Turn Over of the company  
2008-09  
2009-10  
2010-11 |
| 12. | Number of offices / centers in Kerala/South India/India |
| 13. | Whether any criminal case was registered against the company or any of its promoters in the past  
Yes/ No |
| 14. | Other relevant Information provided * |

* here enclose the details such as presentation on the details of the tenderer in a CD preferably (please avoid submission of detailed leaflets/brochures etc, if possible)

Date: ___________________________  
Office seal  
Signature of the tenderer/ Authorised signatory
Annexure VII

OFFER FORM

I. Having examined and accepting the conditions of the tender document no ................. we hereby submit this offer for the supply of Pallets conforming the detailed technical specification and quantity mentioned in section IV of the tender document. The details of the Pallets offered are as follows.

<table>
<thead>
<tr>
<th>Model no/Size of the Pallets offered</th>
<th>Manufacturer</th>
<th>Quantity offered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: Office seal Signature of the tenderer/Authorized signatory
To

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

Sir,

Having examined and read the tender document for the supply of …………………………….. at ……………….. (no) of Ware houses/hospitals/health care institutions under the Department of Family Welfare and Health, we here offer our best price for the pallets mentioned herein as follows.

I. BEST PRICE OFFERED

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name /Size of the Pallets with model name</th>
<th>Unit price * (A) (')</th>
<th>Customs duty (if applicable) (B)</th>
<th>Total unit cost (C = A + B) (')</th>
<th>Quantity (D)</th>
<th>Total Price Offered * (CxD) (')</th>
<th>Sales tax (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (\')

In words

* (inclusive of freight, insurance and all other charges)

II. DISCOUNT OFFERED

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Units</th>
<th>Discount for Type A (%)</th>
<th>Discount for Type B (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100-200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>201-400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>401-600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>601-800</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ..............................................................

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 2011
For__________________
(Name, Designation and Address)

Accepted
_________________________(Signature)
(Name, Title and Address of the Attorney)
Date : __________