



**NATIONAL HEALTH MISSION PATHANAMTHITTA**

**TENDER DOCUMENT**

**FOR**

**SUPPLY & INSTALLATION OF LAPTOP**

(Tender No. DPMSU-PTA/7004/ABMO/2023/DPMSU dated 06-12-2023)

For Details:

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

## TENDER DOCUMENT

Competitive e-Tenders are invited for the Supply and installation of Laptop and accessories in various healthcare institutions . Interested Manufacturer/distributors /Suppliers have to submit the tender through e-procurement portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### **General Instructions:**

1. Rates quoted should be inclusive of the cost of the freight, insurance, packaging, forwarding, excise duty etc. No other charges in addition will be payable on any account over & above the price quoted.
2. Tenders will be quoted only by the actual manufacturer or their authorized distributors or selling agents. They should submit a current authority letter in support of the same from the authorized manufacturer concerned.
3. The firm should have sufficient experience for similar type of works in this field.
4. If after awarding of the contract, the successful bidder (L-I) fails to provide required service is liable to be cancelled along with forfeiture of Performance Security Deposit and other consequential actions such as Blacklisting of the firm etc.
5. The constituted committee shall first open and evaluate Technical Bids. Price Bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender.

### **TENDER SCHEDULE**

#### Tender Details

1	Tender No	DPMSU- PTA/7004/ABMO/2023/DPMSU dated 06-12-2023
2	Cost of Tender Document	500/-
3	Earnest Money deposit	2150/-
4	Performance Security	10750/-

**Important Dates**

Sl.No	Particulars	Date and Time
1	Online tender submission start date	11-12-2023,11.00am
2	Online tender submission end date	26-12-2023, 3.00pm
3	Date of online technical bid opening	28-12-2020, 11.00am
4	Date of opening of the price bid	To be informed to the qualified tenders after opening of the technical bid

**SPECIFIC CONDITIONS OF CONTRACT**

## Time Limits prescribed

No	Activity		Time Limit
1.	LOI/Purchase	Successful bidders	The supplier shall submit agreement,copy of LOI duly signed and sealed on all pages in token acceptance, required security deposit and other documents specified in the tender document. The supplier should supply the items specified in the Purchase order within 15 days of receipt of Purchase Order
2.	Release of EMD	Unsuccessful bidders	EMD submitted online will be discharged/refunded automatically to the bidders account after finalizing the tender
		Successful bidders	EMD submitted online will be released on signing the contract after furnishing of required Security Deposit. EMD submitted online may also be adjusted towards Security Deposit on request of the bidder
3	Release of security deposit /performance security	Successful bidders	One year from the date of execution of agreement

Sl.No	Activity	Time Limit
1	Installation & Delivery period	2 weeks from the date of issuance of supply order
2	Warranty period	1 year
3	Frequency of visits to all user institution concerned during warranty/CMC or AMC	One visit every 4 months (3 visits in a year) for periodic /preventive maintenance and any time for attending repairs/breakdown calls
4	Submission of performance security and entering into contract	10 days from the date of issuance of Letter of Intent
5	Payment terms	100% against installation and submission of proper documents
6	Maximum time to attend any repair call	Within 48 hours

## DETAILS OF EQUIPMENT TENDERED

### 1. Equipment Tendered:

Sl.No	Description	Qty	Make	Running Contract period
1	Laptop	5	Branded	31 March 2024
2	Headset with microphone	5	Branded	31 March 2024

## **SPECIFICATIONS:-**

1. Processor- Intel core i3, 12th generation
2. Motherboard- OEM motherboard
3. Memory- 8 GB DDR4
4. Hard disk drive- 1 TB HDD/SSD 512GB
5. Monitor- 15.6 " inch or larger TFT/LED HD Digital Colour Monitor same make as PC
6. Keyboard: USB interface. Keyboard. Same make as PC.
7. Mouse: Optical with USB interface. Same make as PC.
8. Operating system- Licensed Windows 10 home basic original
9. warranty- 1 year on site warranty including monitor
10. Laptop bag

## **Technical Specifications;**

Eligibility criteria for participating in the tender

1. Tender should not be submitted for the product / products which has/have been blacklisted/debarred by any other State / Central Government's organization for reason of quality non compliances. Company which has been blacklisted by Tender Inviting Authority for any reasons or blacklisted/debarred by any State Government or Central Government Organization for the above reasons or for reason of furnishing forged/ fabricated/ false document should not participate in the tender during the period of blacklisting/debarring. Where a product(s)/supplier is blacklisted in any other state or by a central Government agency for situations as detailed above occur after the submission /opening of the bid /award of contract, the product(s)/bidder will be liable for blacklisting/ rejection/ termination/cancellation of contract/ purchase order/LOI etc. The product(s)/bidder will be liable for such action in the event of any conviction/initiation of prosecution action at any stage after submission/opening of bid.
2. Bidders should submit all the necessary documents as prescribed without any ambiguity, errors etc and shall submit the requisite cost of the Tender Document and also the EMD precisely in such manner as is specified in this document. Bids devoid of proper documents are liable to be rejected.

## **GENERAL CONDITIONS OF CONTRACT**

Bidders shall examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summary rejection of bids, without any notice.

Tender Document and Earnest Money Deposit

The Tender Document is to be downloaded from the e-Procurement portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid. State

Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD and Tender Cost subject to submission of valid documents, provided all the offered products shall be manufactured within the State. None of the bidders other than those specified above are exempted from the remittance of EMD, in any case. No interest will be paid for the EMD furnished.

**The EMD will be forfeited, if a bidder/ successful bidder**

1. Misrepresents facts or submit false/fake documents during the tender process.
2. Violates any terms and conditions of the Tender Document.
3. Withdraws its bid after the opening of Technical Bid
4. Fails to produce hard copies of the documents as specified or to sign the contract after issuance of letter of Intent.
5. Fails to furnish security deposit after issuance of letter of Intent.

**Mode of payment of Tender Document Cost & EMD**

1. For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website
2. All the prospective bidders on their own interest are requested to avoid last minute rush in making payment and online Bid submission. Non-receipt of payment before online opening of the Technical Bid will lead to automatic rejection of the bid.

**Guidelines for preparation of Tender**

1. The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. Language of Bid: - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language or in Malayalam, if provided. Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English/Malayalam language in which case, for purposes of interpretation of the Bid, the English/ Malayalam translation shall alone govern.
3. All clauses of the Tender Document shall be duly filled up before submission. Any clause left unfilled or improperly filled will lead to rejection of the bid.
4. An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.

**Document to be uploaded**

1. Documentary proof that the firm is registered with the industries department/Directorate of industries and commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD/tender document cost.
2. Annual turnover statement for last 3 years in the prescribed format certified by the Auditor.
3. GST certificate.
4. Pan Number

**Period of Validity of Tender**

1. The tender must remain valid for minimum 180 days from the date of opening of

Technical Bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

2. Prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidder, extend the bid validity for another period of 30 days.
3. The bidder who has extended the bid validity is not required or permitted to modify its bid.
4. The bidder cannot withdraw the bid within the minimum price firmness period of 60 days.
5. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder.

### **Amendment of Tender Documents**

Also at any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, or as per directions of the Government, modify the condition in Tender Documents by an amendment. The Tender Inviting Authority may, at his discretion, extend the date and time for submission of bids.

### **Tendering System**

1. The price Bids has to be submitted.
2. The Price Bid (BOQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BOQ) in any other form will lead to rejection of bids.
3. Rates (inclusive of packing & forwarding, Sales Tax, Excise Duty, Customs duty, transportation, handling, loading & unloading, insurance, and any incidental charges) should be quoted for each of the required items separately on door delivery basis according to the unit specification in the price bid format. Handling (including loading and unloading), clearing, transport charges etc., will not be paid additionally.
4. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
5. The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government and/or the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder
6. The rates quoted and accepted will be binding on the bidder during validity of the bid and any increase in the price will not be entertained till the completion of the contract period except statutory levies as may be applicable.
7. Supplies should be made directly by the bidder and not through another agency and the Invoice should be in the name of the bidder.

### **Online payment for e-Tenders**

1. Bidders while participating in online tenders published in Government of Kerala's e-procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in), should ensure the following.
2. Single transactions for remitting tender document fee & EMD. Bidders should ensure

that the tender document fees and EMD are remitted on single transactions and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions. Bidders who are eligible for EMD exemption stipulated shall not remit Tender document cost.

3. The tender document fees and EMD shall be paid through e-Payment facility provided by the e-Procurement system.
4. The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fees and EMD will be reversed to the account from which it was received.

### **Tender Document Cost**

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

### **Earnest Money Deposit (EMD) :**

1. In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) rounded to 1% of the estimated cost of the equipment tendered is adopted.
2. Tenderer shall submit EMD online in the e-tender portal & non- submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
3. State Public Sector undertakings and MSMEs registered in the State or registered outside the state satisfying the policy of Government of India are exempted from remittance of tender document cost and EMD subject to the submission of valid documents, provided all the offered products are manufactured by them.
4. EMD of unsuccessful tenderers will be discharged/ returned as promptly through online transfer.
5. The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.
6. No interest will be paid for the EMD submitted.
7. The EMD will be forfeited, if a tenderer; (a) misrepresents facts or submit fabricated / forged / tempered / altered /manipulated documents during verification of tender process. (b) withdraws its bid after the opening of technical bid (c) a successful tenderer, fails to sign the contract after issuance of Letter of Intent (d) fails to furnish performance security after issuance of Letter of Intent.

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

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

### **Modification and Withdrawal of Bids**

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

### **Period of Validity of Tender**



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

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

It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid. 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.

### **Notices**

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

(a) The tender notices, documents, corrigendum, addendum etc if any. (b) Amendments to the tender conditions, if any, especially after the pretender meeting.(c) Results of the responsiveness of the technical bids and minor infirmities/clarifications sought. (d) List of tenderers qualified for demonstration of equipment and reasons for rejection of unqualified tenderers. (e) Results of the demonstration of the equipment, reasons for rejection of equipment and provisional list of tenderers qualified for price bid opening. (f) Final List of technically qualified bidders.(g) Summary of Online price bid opening.

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 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.

### **Other terms and Conditions**

1. All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc .
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 .
3. The tenderer shall be responsible for payment of any charges due to any statutory

authorities such as Income Tax, CGST, SGST, IGST, Customs Duties etc.

4. If the customs duty, CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.
5. In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

### **Tendering System**

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

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

### **Amendment of tender documents:**

At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment. The amendments shall be published in e-tender portal, and the tenderer shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document. The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

### **Contents of online Bid submission.**

1. Tender Document cost
2. Earnest Money Deposit
3. Annual turnover statement for last three years certified by the auditor
4. The documents proving that the tenderer is an Original Equipment Manufacturer/distributors/dealers or their principal dealers/importers for Kerala/ South India/India
5. Declaration Letter as per Annexure and copy of amendments if any duly signed in all

pages by the tenderer or the authorized signatory.

6. Price Bid format as per the format available in e tender portal.
7. 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.
8. The documents such as notarized supply orders from the user institutions showing that the tenderer and manufacturer having previous experience in the business of the supply and installation of the equipment offered. The notarized copies shall be scanned and uploaded in the e-tender portal and the original notarized copy shall be submitted to NHM office only if requested.
9. The annexures uploaded in excel format in the e-tender portal shall be submitted along with the technical bid.

### **Opening of Tender**

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

### **Evaluation of tender**

**Bid Evaluation Committee:**

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

**Technical Committee:**

The demonstration shall be conducted by a Committee called the 'Technical Committee' in which

external experts from the User Institutions/funding agencies may also be present. The composition of technical committee may vary with the type of the equipment tendered. The decisions of the technical committee will also be published.

### **Price Bids**

The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation. The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round. Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the accessories and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.

**Fixed price:** Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account. Price variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the Running contract period before releasing the Letter of Intent/supply order on receipt of proper documents. Tenderer shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

**Basic Price:** The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.

Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable (If the field is left blank, value will be taken as zero). CGST/IGST/SGST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero). The total amount will be calculated automatically and will be taken for evaluation and bid ranking. In case if the rate of consumables/reagents is fixed in the tender for certain years, then the rate shall be applicable from the date of price bid opening.

### **Award of Contract**

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

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 without any change in the unit price and other terms & conditions quoted by the tenderer.

If the quantity as mentioned under cl. 4.1 has not been increased at the time of the awarding the contract, and later if the Tender Inviting Authority increases the quantity of accessories beyond the said 25 %, during the currency of the contract, then the discounted rates offered in the price bid form shall apply, but without any change in terms and conditions of this contract.

The details such as rates, the model of the accessories selected for award of the contract and the details of successful tenderers etc will be published during the period of price firmness/running contract on the website of the Tender Inviting Authority and also communicated to the user institutions under the Government of Kerala/India for enabling such user institutions to place orders directly with the successful tenderer during the currency of the contract.

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

Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

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

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

#### **Signing of Contract**

The successful tender shall execute an agreement in the prescribed format and ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period. The successful tenderer shall submit a performance security 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 ) with a duplicate copy, both on ` 200/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person. The successful tenderer shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract as per the 'Agreement' Appendix VI with the Tender Inviting Authority/respective user institutions, 3 (three)

months prior to the completion of Warranty Period, if the Tender Inviting Authority/User Institution desires so. The CMC will commence from the date of expiry of the Warranty Period.

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.

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.

### **Performance Security**

There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'. 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. 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.

Failure of the successful tenderer in providing performance security /or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.

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

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. Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful tenderer on completion of the successful tenderer's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

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.

### **Delivery and Installation**

The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at each institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.

The successful tenderer will have arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.

The successful tenderer is required to deliver the items and install the items at the site within time from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual 'Installation Certificate' (as per format in Annexure II) for each equipment and warranty card (as per format in Annexure III) duly signed and with proper stamp of the institution concerned. A proper detail of stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal. If the site is not ready for installation, the successful bidder shall obtain the details from the respective user institutes in 'site readiness / consignment receipt form' as per Annexure XVIII. In case of delay in installation of equipment the successful bidder shall obtain acknowledgement of receipt of material in 'site readiness / consignment receipt form'. In such case, the consignment receipt date will be taken for the calculation of LD.

A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location. The installation report shall be submitted separately after delivery and installation. The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

Turnkey:- This tender may have to be converted at a turnkey project at some locations, if the site is not ready for installation of the equipment(s). The site preparation will normally be undertaken by the respective institution/funding agency. In the event of non-compliance by the institution, the Tender Inviting Authority shall endeavor to undertake the necessary site preparation and electrification. Owing to the urgency in installation of the equipment tendered, the Tender Inviting Authority may direct the successful tenderer to undertake the site preparation at any stage of the tender process. In such exigencies, the successful tenderer shall examine the existing site where the equipment is to be installed, in consultation with head of user institution concerned and shall quote the site preparation charges, at his/her discretion.

If the bidders are asked to provide turnkey rates as lump-sum in the tender, the bidder shall visit the user institutions and quote the rate. The rate once offered cannot be varied. The bill of quantities of the lump-sum rate shall be provided subsequently by the successful bidder. If the turnkey work is requested to offer in unit quantity, the successful tenderer shall prepare the turnkey works to be executed in each site, based on the unit rates offered in the tender after the award of contract.

The goods will not be accepted after the date of issuance of notice of termination even if the goods are ready or dispatched following the termination. For the remaining goods and services, the Tender Inviting Authority/User Institution may decide:-

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

To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer at the risk and cost of L1 bidder.

#### Payment

The payment of the price agreed will be made for the equipment with its all necessary accessories after successful installation at the user institution specified in the supply order, on submission of Installation Certificates warranty certificate , invoice with proper stock taking details, photographs (hard copy), calibration / quality assurance certificate / test certificate if required as per technical specification and RTGS details to the Tender Inviting Authority.

The Tender Inviting Authority after verification of invoices and other documents the payment disburse directly to the account of the supplier. 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.

The successful tenderer shall not claim any interest on payments under the contract. 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. The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective User Institutions/Tender Inviting Authority.

While claiming reimbursement of duties, taxes etc. (like CGST, SGST, IGST, custom duty) from the Tender Inviting Authority/User Institution, as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the successful tenderer) shall refund to the Tender Inviting Authority/User Institution forthwith. The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following two exigencies; If the successful tenderers shall submit in writing in case the site is not ready or any other impediment they face in respect of the satisfactory installation of any of the equipment in any of the user institution



owing to any reason other than his own at the first instance of encountering such impediments.

In case any difficulty is experienced by the successful tenderer in obtaining the installation certificate/one month performance certificate from any of the User Institution after the installation of the equipment, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

**After Sales Service conditions:**

The after sales service of the equipment/consumables/reagents installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost.

The after sales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipment/consumables/reagents for the prescribed period need only participate in the tender.

**Guarantee/Warranty terms:**

The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The successful tenderer further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful tenderer, that may develop under normal use of the supplied goods.

All the equipment including the accessories supplied as per the technical specification should carry comprehensive warranty for a period mentioned under in the first instance. During this period, the successful tenderer shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of warranty.

After sales service centre in Kerala preferably or at least in South India should be available and the tenderer shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

Site Visits: The successful tenderer shall visit each User Institution as part of preventive maintenance as per the frequency mentioned under during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.

During every visit, a copy of the service report/break down call report, duly signed by the custodian of

the equipment/head of the health care institution and stamped shall be forwarded by email/fax/post to the NHM office within 10 days from the due date.

Complaints should be attended properly, maximum within the time. In case, the repair/fault duration is likely to exceed 72 hours, the successful tenderer shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stopgap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful tenderer shall, within the period and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution. If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified mentioned 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.

Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.

A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting

Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User Institutions and also when major spares are replaced.

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

The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format

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

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

The tenderer shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user institution and submit a 'calibration certificate' to the head of the User Institution with a copy to the

Tender Inviting Authority afterwards.

The offered warranty includes Visits to the user institutions at frequencies as part of preventive maintenance.

Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.

Quality Assurance test (if applicable).

The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.

There should not be any exclusion of warranty for any spare parts except consumables. Any item which is meant for single use is termed as 'consumables'.

If any equipment has a preventive maintenance kit recommended by the manufacturer to be replaced at specific time intervals, it shall be done at free of cost in the warranty and in CAMC period. The rate of the same shall be included in the offered price in warranty and CAMC.

The tenderer shall provide up-time warranty of complete equipment as the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period. 6.31.23 All software updates, if any required, should be provided free of cost during Warranty period.

In case of turnkey works, the defects liability period of all civil works, electrical works, electrical & IT fittings shall be one year irrespective of the warranty period

The items supplied under the turnkey contract should also have one year warranty period except the air conditioners of all types.

The cost of accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any no claim for taxes will be entertained later.

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

Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender

Inviting Authority/User Institution promptly on receipt of order from the Tender Inviting Authority/User Institution.

The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.

The Tender Inviting Authority or User Institution may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment/consumables/reagents and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.

### **Training**

The successful tenderers have to impart on-site training to Doctors/ Technicians/para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution.

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

### **Force Majeure**

For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 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.

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

### **Termination of Contract**

Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by

written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.

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

Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate

the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.

Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

### **Fall Clause**

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

Dr. Sreekumar

District Program Manager, NHM & (Tender Inviting Authority)



# Approval Valid

Digitally Approved By

Dr.Sreekumar S

Date: 08.12.2023

Reason: Approved

The document is digitally approved. Hence signature is not needed.