

MALABAR CANCER CENTRE THALASSERY

e-TENDER (Re-tender)
FOR
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
REFRIGERATED CENTRIFUGE (1 No.) & HIGH SPEED TABLE TOP
CENTRIFUGE (2 Nos.)

Re-tender Ref. No: 3310/PM-CENTRIFUGE/P2/17-18/MCC Dated: 16/07/2018



(An autonomous centre under Government of Kerala)
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MALABAR CANCER CENTRE

(An autonomous centre under Government of Kerala)

e-TENDER (Re-tender)

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
REFRIGERATED CENTRIFUGE (1 No.) &
HIGH SPEED TABLE TOP CENTRIFUGE (2 Nos.)

Name of Tenderer:	
Address:	Phone: E-mail:
Signature of Tenderer with Date	

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TENDER SCHEDULE

1. The tender submission start date is **17.00 hrs on 16/07/2018**.
2. The due date for tender submission is **17.00 hrs on 31/07/2018**.
3. The date and time for opening of e-Tender is scheduled at **10.00 hrs on 03/08/2018**.
4. The tender document is available for download from the website **www.etenders.kerala.gov.in** from **17.00hrs on 16/07/2018**.
5. The tender details and documents can be viewed/downloaded by login into **www.etenders.kerala.gov.in** for participating in the 'e-Tender'; the bidder should have a digital signature certificate (Class II).
6. The E.M.D amount is **Rs.10,000/-** (Rupees ten thousand only) and **cost of tender form is Rs.1,770/-** (Rs.1,500/- + GST @18%). The bidder should remit the Tender cost and EMD as **one single transaction only by online mode**.
7. Eligible bidders (L1 firm) should supply the items as per our schedule mentioned in the purchase Order.
8. The Director reserves the right to accept or reject any or all tenders without assigning any reasons and also the right to change the dates without assigning reasons.
9. Any technical queries regarding e Tender submission please contact the e Tender help desk.
24x7 Help Desk: Toll Free No. 1800 233 7315
Help Desk, e-Procurement System, Govt. of Kerala, Trivandrum
Phone: **+91 471-2577088, 2577188, 2577388**
Help Desk, e-Procurement System, 18C, ITES Habitat Centre, JINI Stadium, Kaloor, Kochi -17
Phone: **+91 484 2336006, 2332262**
KSITM e-Procurement Support Centre, 1st floor, Civil Station, Collectorate, Kannur
Phone: **(+91) 0497-2764788, 2764188**

TECHNICAL COMPLIANCE SHEET

SPECIFICATIONS OF REFRIGERATED CENTRIFUGE (1 No.) & HIGH SPEED TABLE TOP CENTRIFUGE (2 Nos.)

Instructions:

- 1) The Bidder should submit item wise technical compliance of every point in the specifications.
- 2) The deviations, if any, must be clearly mentioned with clarifications.
- 3) No point should be left unexplained.
- 4) All relevant technical information must be included with reference to each clause of the specifications. They must be clearly indexed for ready reference in the catalogue/ technical sheets attached.
- 5) All claims must be supported by authenticated pamphlets, brochures, documents etc.

Sl. No	Technical specifications	Confirm each specifications – Please Tick (√) in appropriate columns given below		Remarks
		Yes	No	
A	REFRIGERAED CENTRIFUGE (Qty: 1 No.)			
1	Laboratory centrifuge should offer a temperature control range of -10 to 40°C.			
2	It should offer a minimum speed of 1.5 to 2 ml rotor RCF of 31515×g. 96 well plate swing rotor minimum speed 2500g			
3	9 acceleration and 9 braking curves are available.			
4	Easy control for parameter setting & precise control			
5	Electronic imbalance detection			
6	Automatic rotor identification			
7	Low noise brushless drive motor, free of maintenance			
8	Precooling rotors function during standby			
9	Noise: <60 dB			
10	Run time: 0-9h 59 mins , cont. operation(hold)			
11	Power supply: 220 V			
12	System should have CE certified and compatible stabilizer			
B	HIGH SPEED TABLE TOP CENTRIFUGE (Qty: 2 Nos.)			
1	Swing rotor 15ml tube – 1no with sealing cap Swing rotor 5ml tube -1no with sealing cap			
2	Speed (rpm & rcf) and duration should be programmable.			
3	Speed set range : 100rpm to 5000rpm.			
4	Step less speed regulator			

Signature of the Director

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Signature of the Supplier

5	Time set range: 1 minutes to 2 hours			
6	Timer set step: 1 minute.			
7	Separate digital display for speed (rpm)/rcf, time, acceleration/breaking rates.			
8	Brushless induction motor.			
9	Stainless steel chamber.			
10	Lids inter lock.			
11	Accessories to accommodate tubes of different size from different manufactures.			
12	Over speed protection.			
13	Errors indication system and signals of failure in the power supply.			
14	Should not possible to open the lid during spinning.			
15	System should have CE certified			

- On requirement, live demo (off site) should be provided for Refrigerated centrifuge and High speed table top centrifuge, as part of technical evaluation

SPECIAL CONDITIONS

1. The Tenderer should furnish item wise technical compliance of every point in the specifications. The deviations if any must be clearly mentioned with clarifications. No point should be left unexplained. All relevant technical information must be included with reference to each clause of the specifications. They must be clearly indexed for ready reference in the Catalogue/technical sheets attached.
2. A simple statement “satisfies the specifications” or “Yes’ will be unacceptable. All claims must be supported by authenticated pamphlets, brochures, documents etc. If necessary, practical demonstration of all claims must be arranged by the Vendor at the convenience of the professionals from MCC.
3. Tenderer should state the requirement of Electrical power supply for the Unit in particular and for accessory systems.
4. Any items not mentioned explicitly in these specifications, but if the Vendor & Customer find the same an essential part for effecting smooth operation of all the systems, the same must be included with complete details.
5. The Tenderer must clearly indicate the **Make & Model of the item** offered and submit full detailed specifications, leaflet/catalogues/brochures for the offered model, failing which the offer is likely to be ignored without any further reference to the firm. Such incomplete offers will not be considered for further scrutiny.
6. In case the Tenderer is not the original manufacturer, valid authorization letter must be submitted along with the offer; otherwise the entire bid is likely to be rejected.
7. The Tenderer must provide breakup of the rates of the individual items of separate relevance for assessment by MCC.
8. All expenses towards supply of the entire system at MCC, installation and commissioning will have to be met by the supplier.
9. **If any firm willing to quote in the Centre and had supplied any items previously to MCC, a performance certificate should be obtained from MCC and kept along with the Tender document. In such cases firms not complying with the above condition will not be entertained and the Director-MCC has the right to accept or reject such tenders, without any notice.**

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the supply and commissioning of REFRIGERATED CENTRIFUGE (1 No.) & HIGH SPEED TABLE TOP CENTRIFUGE (2 Nos.). The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** Not applicable
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

Signature of the Director

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Signature of the Supplier

(i). The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- a) Signed scanned copy of tender document
- b) Technical Compliance Sheet
- c) Bid capacity certificate (Registration certificate, Market standing certificate of three years, copy of purchase orders etc) and
- d) Any other documents mentioned in the tender document
- e) **Performance certificate from MCC, in case of any previous supply of items in MCC.**

(If any firm had supplied any items previously to MCC, a performance certificate should be obtained from MCC and kept along with the Technical bid.)

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of **Rs.1,770/-** (Rs.1,500/- + GST @ 18%) and EMD or Bid Security of **Rs.10,000/-**. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank

15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

GENERAL CONDITIONS

- 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. **Pre-bid meeting will be conducted as per tender schedule.**
- 2) Competitive e-tenders (Two bids) are invited for the supply of the materials as specified in the tender document. In these general conditions wherever the expression “Purchaser” or “Purchasing Officer” appear, the same will be defined to mean and include the MCC. The tenders should submit online through the website www.etenders.kerala.gov.in. The tender will be opened on the due date and time specified.
- 3) The tender details and documents can be viewed/downloaded by login into www.etenders.kerala.gov.in. For participating in the ‘e-Tender’, the bidder should have a digital signature certificate (Class II).
- 4) The E.M.D amount is **Rs.10,000/-** (Rupees ten thousand only) and cost of tender form is **Rs.1,770/-** (Rs.1,500/- + GST @ 18%T). The bidder should remit the Tender Document Fee and EMD as **one single transaction only by online mode.**
- 5) At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- 6) **Intending tenderers should submit their tenders online through the website www.etenders.kerala.gov.in before the due date and time.** The prices quoted should be in **Foreign Currency/INR**. **Customs duty will be paid by MCC.** The prices quoted should also include all taxes, insurance, customs clearance charges, transportation charges upto site, freight, demurrage or any incidental charges.
- 7) **CAMC rates for 05 years** should be specifically mentioned in the price schedule for a period mentioned in the tender after successful completion of warranty period. CAMC rates should be quoted in INR only. **CMC payment** will be made in four equal installments every year. Each installment will be paid after completion of every three months of each year.
- 8) **Price Bids without mentioning the rates for CAMC shall be treated as non-responsive and rejected.**
- 9) The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax etc. In the event, if it found that there is any statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.
- 10) The Technical bid shall contain the complete technical specifications and details on the competency of the tenderer with terms and conditions of supply, warranty, after sales service etc.
- 11) Apart from the tender documents, the necessary enclosures should be submitted along with technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the tenderer for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the tenderer for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.
- 12) The Technical compliance statement of technical specifications of MCC and the machine/equipment quoted by the tenderer should be submitted along with the Technical bid. Additional points or advantages of each specification should be mentioned in remarks column. The statements given in this section should be true and it will be binding.
- 13) The price bid shall be submitted in the prescribed format. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

- 14) Price Bid not submitted in the prescribed Performa will not be considered for evaluation. Only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI/demonstration (if required), conducted by the Technical Committee/Tender Inviting Authority, and shall be opened.
- 15) The tenders shall offer prices of the equipment inclusive of all the accessories mentioned in the technical specification and under no circumstances offer the essential accessories, without which the equipment cannot function properly, as optional.
- 16) **The price of the optional items, if any, should be quoted in the additional provision provided in the tender (2nd cover). CAMC rates should also be quoted for optional items, except for Turnkey works.**
- 17) The price offered for optional accessories /additional accessories / spares mentioned in the technical specifications will not be taken for evaluation, but the Tender Inviting Authority will place supply orders for optional items in quantities as it desires fit.
- 18) Price should be quoted for the supply, installation, training (if necessary) and successful commissioning of the equipment and fulfillment of warranty/guarantee and after sales service to the satisfaction of the User Institution.
- 19) **For deciding the lowest qualified tenderer, A) all bid prices quoted in foreign currency will be converted to Indian rupees by applying exchange rate prevailing on the day and time of bid opening for evaluation. B) combined total price of both equipments and CAMC rates for five years will be added for finding the L1 firm.**
- 20) The price of the equipment 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, all duties and other taxes for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and the cost of incidental services like unloading, safe storage and handling of consignment at site, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods.
- 21) Tenderers shall invariably specify in their tenders the delivery conditions, including the time required for the supply of the articles tendered for.
- 22) The final acceptance of the tenders rests entirely with MCC who does not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
- 23) In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for definite period under a definite penalty as stated in the specifications or special conditions.
- 24) The successful supplier/bidder will have to enter into an **Agreement** on Kerala non-judicial stamp paper worth Rs.200/- with MCC, the cost of which has to be borne by the supplier/bidder itself. **CAMC Agreement** should also be executed separately as supplementary agreement along with the execution of the above Agreement within the period to be specified in the letter of acceptance/supply order.
- 25) The successful tenderer shall, **before signing the agreement, and within the period specified in the letter of acceptance/purchase order, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfillment of the contract till the warranty period.** The amount of security may be given in the manner of Demand Draft/Fixed Deposit Receipt/Bank Guarantee (issued by a nationalized bank in India), etc.
- 26) If the successful tenderer fails to deposit the security and execute the agreement as stated above; the earnest money deposited by him will be forfeited to the Centre and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Centre on account of the purchase will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby.

- 27) In cases where a successful tenderer after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the MCC, be purchased by means of another tender, quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Centre thereby shall together with such sums as may be fixed by the Centre towards damages be recovered from the defaulting tenderer.
- 28) The Security deposit shall be subject to the conditions specified herein, returned to the Supplier within three months after the expiration of the contract, but in the event of any dispute arising between Centre and the Supplier, the former shall be entitled to deduct out of the deposits or the balances thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Centre to the Supplier. **In all cases where there is warrantee for the goods supplied the security deposit will be released only after the successful completion of warrantee period.** The security deposit will not carry any interest on it.
- 29) 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.
- 30) The request for clarification and the response shall be in writing, either through email or fax or by post.
- 31) The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representative.
- 32) 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.
- 33) The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by MCC.
- 34) The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.
- 35) The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.
- 36) The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.
- 37) In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Secretary to Health, Govt. of Kerala whose decision shall be final.
- 38) **The supplier shall give a comprehensive warranty for THREE (03) years** after successful installation on the entire equipment and accessories. During the warranty period, the supplier/bidder shall provide the preventive maintenance visits a minimum of 02 times in a year and unlimited breakdown visits. There will be no parts of the services excluded.
- 39) The firm will be required to give warranty / guarantee, that during warranty period the equipment including accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e.95% uptime). If the machine is out of order for more than 5 hours during the period 8.00 a.m to 5.00 p.m on any day, it shall be considered as one day down time.
- 40) Pre-delivery inspection (PDI): The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the suppliers site, if needed.

- 41) The Tender Inviting Authority and/or its nominated representative(s) will 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.
- 42) The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).
- 43) 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 User Institution.
- 44) 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.
- 45) **The entire items, as agreed in the purchase order, should be installed within three months** from the date of receipt of purchase order.
- 46) All liquidated damages causing out of defective documentation will be to the account of the Supplier. Entire **payment** will be made after supply, installation and successful commissioning of the systems/equipments. In the case of Letter of Credit opened, then the payment shall be done as follows:
 - a) 50% of the LC amount will be released on presentation of shipment documents by the Supplier.
 - b) 25% of the LC amount will be released against installation and testing certificate.
 - c) 25% of the LC amount will be released against the final commissioning and hand over to the user Department.
- 47) **The supplier should quote the most recent model of their machine**
- 48) Number of installations (quoted machine) in India and worldwide should be provided
- 49) List of factory trained Engineers (specialized in quoted machine) in India and Kerala should be provided
- 50) Time to shift the spare parts during warranty period and also after warranty should be specified
- 51) No payment towards customs duty will be done for parts/spares shift during warranty period
- 52) The time taken for the delivery of the equipment, installation and commissioning should be mentioned. Delay in supply of the equipment within the stipulated date will invite penalty.
- 53) Evidence for high quality service in the form of certificate from a Government institution or a Regional Cancer Centre or highly reputed cancer institution with more than 200 beds in India should be provided.
- 54) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court within whose jurisdiction the Centre is situated.
- 55) Any sum of money due and payable to the Supplier (including Security deposit returnable to him) under this contract may be appropriated by MCC and set off against any claim of the MCC for the payment of a sum of money arising out of or under any other contract made by the Supplier with MCC. Any sum of money due and payable to the successful tenderer or Supplier from the MCC shall be adjusted against any sum of money due to MCC from him under any other contracts.
- 56) Every notice is hereby required or authorized to be given may be either given to the Supplier personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally or may be addressed to the Supplier by post at his usual or last known place of abode or business and if so addressed and posted shall

- be deemed to have been served on the Supplier on which , in the ordinary course of post a letter so addressed and posted would reach his place of abode or business.
- 57) The tenderer shall undertake to supply materials according to the specifications given.
- 58) No representation for enhancement of rates once accepted will be considered.
- 59) Any attempt on the part of the tenderers or their agents to influence the Officers of the Centre by personal canvassing will disqualify the tenderers.
- 60) Tenderers should be prepared to accept orders subject to the penalty clause of forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
- 61) **The prices quoted should be inclusive of all taxes, duties, cesses etc., except customs duty and entry tax, if any, which are or may become payable by the Supplier under existing or future laws or rules of country of origin and India for supply and delivery during the course of execution of the contract.** In case of contradiction between the laws of the country of origin and India, the laws of India will prevail. The prices quoted should be for all costs for the delivery of the equipment, its installation and commissioning at the specified site in the Centre.
- 62) Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Centre.
- 63) Tenders should be made on the tender form. **Tender will not be considered if it is not in the prescribed tender form and if it does not bear the tenderer's signature** and address at the bottom of each page of the tender and at locations specified separately. Any conditional tender is liable for rejection.
- 64) Tenders which are not accompanied with the following documents are liable to be rejected.
- a) IT and ST clearance certificate of the tenderer and PAN;
 - b) Technical compliance statement.
 - c) In case of manufacturer, attested Photostat copies of the manufacturing license;
 - d) Certificate from at least two institutions where major orders are executed.
 - e) **Performance Certificate from MCC for Suppliers who had earlier supplied items in MCC;**
- 65) In case of equipments having imported components, then sole distribution certificates from the principal company should be submitted to ensure free flow of components.
- 66) **All bid prices quoted in foreign currency will be converted to Indian rupees by applying exchange rate prevailing on the day and time of bid opening for evaluation.** However for payment, in the case of foreign supplier, the Letter of Credit will be opened in the quoted foreign currency and released by the Bank, as per the conditions of Letter of Credit.
- 67) There should be a **warranty of 03 years for the equipment.** The warranty period starts from the date of commissioning of the equipment with satisfactory working and formal handing over of the equipment and not from the date of supply or physical installation.
- 68) The contractor agrees that all sums found due to MCC under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provision of the **Revenue Recovery Act**, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as MCC may deem fit. The Contractor agrees that in deciding what sum of money is due from the contractor, under or by virtue of this agreement, the decision of MCC shall be final and conclusive and shall be binding on the contractor.

SPECIAL CONDITIONS OF CONTRACT

In these Special conditions wherever the expressions “Purchaser” or “Purchasing Officer” appear, the same will be defined to mean to include the MCC.

1. Documents establishing goods eligibility and conformity to bidding documents.

- 1.1 The bidder shall furnish as a part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposed to supply under the contract.
- 1.2 A detailed description of goods, essential technical and performance characteristics are to be submitted along with the bid forms.

2. Preliminary examination:

- 2.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors had been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 2.2 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding document. A substantially responsible bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- 2.3 A bid determined as not substantially responsible and incomplete will be rejected by the purchaser and may not subsequently be made responsible by the bidder by correction of the non-conformity.
- 2.4 The purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3. Evaluation and comparison of bids:

- 3.1 The evaluation of bids will be done by a Bid Evaluation Committee constituted for this purpose consisting of the members of the Technical Committee, constituted in this regard.
- 3.2 The Committee may, at its discretion, decide to negotiate **ONLY WITH THE LEAST QUOTED QUALIFIED TENDERER (L1 FIRM)** on the payment terms, price etc. which shall be recorded and shall form the part of the contract.
- 3.3 The purchaser for evaluation of bids shall consider each item in the price schedule separately. He shall also take into account, in addition to the bid price, the price of incidental services like,
 - a) The cost of 5 years comprehensive annual maintenance service after the 2 years warranty period.
 - b) The quality and adaptability of the equipment offered and supporting to update in future.
 - c) The installation base after sales support capability and past performance of supplier.
 - d) Suitability of the hospital requirements and availability of the funds.

4. The units will be evaluated for their technical specifications which are given separately.

5. Award criteria:

- 5.1 The purchaser will award the contract to the rank 1 bidder, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

6. Resolution of disputes:

- 6.1 The purchaser and the supplier shall make every effort to resolve amicably by direct formal negotiation any disagreement or dispute arising between them under or connection with the contract.
- 6.2 If, after 30 (thirty) days from the commencement of such formal negotiations the purchaser and the supplier have been unable to resolve amicably a contract dispute and either party may require that the dispute be referred for resolution to the formal mechanism, given below. These mechanisms may include but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
- 6.3 In the case of a dispute or difference arising between the purchaser and the supplier, relating to any matter arising out of or connected with this contract, such disputes or differences shall be referred for Arbitration or to the Civil Court within the jurisdiction of Thalassery (Kerala) for the amount exceeding Rs.50 lakhs (Rupees fifty lakhs only).
- 6.4 For the amounts less than Rs.50 lakhs, the discretion and decision of the Director, Malabar Cancer Centre, Thalassery will be final and binding on the Supplier after the formal negotiations.

7. Notices:

- 7.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing by registered post with A/D or by telegram or telex/cable/fax and confirmed in writing to the address given below.

Purchaser: Director,
Malabar Cancer Centre,
PO-Moozhikkara, Thalassery,
Kannur District, Kerala – 670 103
INDIA.
Website: www.mcc.kerala.gov.in
E-mail: mcctly@gmail.com

Supplier: (To be filled at the time of submitting the tender).

ANNEXURE – I

1. Suggestion from Manufacturers

Name & Address of Manufacturer with Telephone No:

Name & Address of Supplier:

Product range:

Annual Turn Over:

2. Details of the Supplies made to Govt. Depts. /PSU during the last 3 years

Name of the organization	Central/State/PSU	Order No:	Value

3. Details of contract completed during the past five years.

Contract No. & Date	Purchaser Institute	Equipment & accessories with Price CIF	Date of Supply	Reasons for delay if any

4. Details of contract under execution.

Contract No. & Date	Purchaser Institute	Equipment & Accessories with price (CIF)	Expected date of completion of contract

ANNEXURE – II

If imported item, and needs customs duty to be paid by MCC, the applicable customs duty should be provided by the supplier.

Name of the equipment	Make & Model	% of Customs duty to be paid by MCC

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