

MALABAR CANCER CENTRE

(An autonomous centre under Government of Kerala)

MOOZHIKKARA P.O.THALASSERY, KANNUR-670 103

KERALA, S.INDIA

PH.91 490 2355881, FAX.91 490 2355880

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**Re-TENDER (TWO BID SYSTEM)
FOR
THE SUPPLY, INSTALLATION,
TESTING & COMMISSIONING OF
REFRIGERATION SYSTEM**

Re-Tender No: 454/PH-REFSYS/P2/19/MCC dated 12/02/2020

MALABAR CANCER CENTRE

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Thalassery, Kannur Dist., Kerala-670 103

Phone:+91 490 2355881.Fax:91 490 2355880

Email: mectly@gmail.com, Web: www.mcc.kerala.gov.in

TENDER NOTICE (Re-tender)

Competitive e-Tenders/Tenders (Two cover systems) are invited from established manufacturers/ authorized suppliers through www.mcc.kerala.gov.in for the supply, installation, testing and commissioning of the following equipment in Malabar Cancer Centre.

Sl. No	Item Details	Tender Ref. No
1	Refrigeration System	454/PH-REFSYS/P2/19/MCC

For details visit www.etenders.kerala.gov.in & www.mcc.kerala.gov.in or contact our Purchase Division.

12/02/2020

(Sd/-) **DIRECTOR**

Signature of Director

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Signature of Supplier

TENDER SCHEDULE

Date of commencement of sale of tender document	12/02/2020 at officer hours
Cost of Tender document:	Rs.472/- (Rs.400/- + GST @ 18%)
Mode of Payment:	By Cash/DD drawn in favour of ‘Director, Malabar Cancer Centre, payable at Thalassery.
Last date & time for receipt of bids:	25/02/2020 at 3 PM
EMD	1% of rate quoted (inclusive of all taxes) by DD in favour of ‘The Director, Malabar Cancer centre’, Payable at Thalassery.
Date & time of opening the technical bid:	25/02/2020 at 3.30 PM
Superscription on the cover submitting the Tender:	“TENDER FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF REFRIGERATION SYSTEM”
Technical Bid:	Consisting of all technical details along With commercial terms and conditions.
Financial/Price Bid:	Indicating item wise price for the Items mentioned in the technical bid rate of optional items if any

“The Bid Evaluation Committee (BEC) constituted by the Malabar Cancer Centre has the right to analyze the technical proposal and the decision of this BEC is final”.

Signature & Designation with office seal

Signature of Director

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Signature of Supplier

TECHNICAL COMPLIANCE SHEET

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.

SPECIFICATIONS OF REFRIGERATION SYSTEM:

Sl. No	Technical specifications	Confirm each specifications – Please Tick (√) in appropriate columns given below		Remarks
		Yes	No	
1	<p>Refrigeration System: Refrigeration system of 2 TR air cooled refrigeration units, plug in type, automating defrosting (electric or hot gas) CFC free refrigerant The system shall be contained within a galvanized steel housing for all weather protection with a control panel for all electrical components The provision of display by digital thermometer of 4 digits LCD/LED should be provided in control panel along with data logger facility with data storage capability of minimum 30 days should be provided for report generation in PDF format. Temperature should be in adjustable mode with High and Low temperature alarm unit The refrigeration system shall be U.L. Listed and of standard manufacturer All refrigeration machines must be provided with 100 % stand by capacity Automatic changeover and starting of the secondary system is to be provided activated by thermostatic or electrical control. The two units must works alternatively at pre set times.</p>			

2	<p>Condensing Unit: The system shall be equipped with a factory new hermetic or semi-hermetic compressor motor as manufactured by Copeland or equal. Each unit shall be supplied with a crankcase heater, liquid line with filter drier and sight glass, suction line with filter, receiver with fusible plug and shutoff valve, compressor start kit for single phase units, contactor for three phase units, time clock (for freezers only) and high/low pressure control. Each condensing unit shall employ refrigerant HFC gas for medium and low temperature application respectively. All condensing unit selections are based on capacities engineered to operate in 100 degree Fahrenheit ambient conditions.</p>			
3	<p>Evaporator Coil: The condensing unit is capacity matched to a NSF, U.L. Listed evaporator coil constructed of a rust-free aluminum housing consisting of staggered copper tubes expanded into corrugated aluminum fins for increased heat transfer. Medium temperature applications employ "off-cycle" defrost using 115 volt fan motors. Low temperature applications employ electric defrost method using 230 volt fan motors and heating element. Evaporators are supplied with mounted TX valve and solenoid valve.</p>			
4	<p>Warranty and CMC: On site Comprehensive warranty for 5years (2 preventive maintenance visits per year or as per guidelines/maintenance manual) and 5 years CMC after warranty should be quoted as per price scheduled (CMC quoted shall be taken into account for price evaluation)</p>			
5	<p>Internal Temperature should be in range of +2 deg to +6 deg C adjustable during 43° C continuous ambient temperatures</p>			
6	<p>Two refrigeration units (Existing and the newly given) must be provided with thermostatic electrical control</p>			
7	<p>Automatic changeover and starting of the secondary system is to be provided, activated by thermostatic or electrical control</p>			
8	<p>Arrangements for direct supply bypassing the stabilizer in case of failures. Quick start arrangement for bypassing restart delay</p>			

9	Voltmeter and indicators should be on front panel with suitable safety and protection devices. g) The voltage stabilizers would be one but should be able to run both the working and stand by units simultaneously			
10	Suitable MCB on input voltmeter and indicators on Front Panel			
11	The Cooling coil should be of Copper.			
12	The compressor should have five (5) years replacement warrantee.			
13	Should have auto defrost facility			
14	Provision for drainage for the waste water. Easy access to this waste water container for disposal of waste water. Compatible water trap system should be provided			
15	Should have ON/OFF Switch and Power indicator should be available			

GENERAL CONDITIONS

1. TENDERING SYSTEM

- 1.1 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.
- 1.2 Sealed tenders (Two bids) are invited for the supply of the materials as specified in the price schedule separately attached. 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 be addressed to **the Director, Malabar Cancer Centre, Thalassery, Kannur – 670103**, Kerala (hereinafter referred to as “Director”) in a sealed cover with the tender name, shown in the tender schedule, duly superscribed on the cover. **The technical bid and price bid should be submitted in separate sealed covers.** Tenders not complying to the above will be rejected. Both the bids will be opened on the due dates and times specified.
- 1.3 The tenders should be in the prescribed form and can be downloaded from the website of Malabar Cancer Centre (herein after referred to as the Centre) on payment of the price of **Rs.472/- (Rs.400/- + GST @ 18%)**. **The cost of tender document can be paid in the form of Demand Draft drawn in favour of Director, Malabar Cancer Centre, Thalassery while submitting the tender document. The tender fee in the form of DD should be kept along with Technical Bid.** The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed forms will be rejected.

Amendment of tender documents:

- a) 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.
- b) The amendment shall be notified by fax/email to all prospective tenderers who have purchased the tender document, for which the email, fax no of the purchaser of the tender document shall be submitted to the tender inviting authority and such amendments shall be binding on them thereafter.
- c) The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers because of technical issues, wrong fax number or email ID etc. Purchasers of tender documents are requested to browse the website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.
- d) Intending tenderers should send their tenders so as to reach the Director on or before **25/02/2020 at 3 PM**. No tender received after the specified date and time will be accepted on any account.. The prices quoted should be in **Indian Rupees**. The prices quoted should also include all taxes, insurance, customs clearance charges, transportation charges upto site, freight, demurrage or any incidental charges. The equipments ordered should be delivered as above at the site for the same in MCC.

2. EARNEST MONEY DEPOSIT (EMD) :

- 2.1 The tender should be sent along with an Earnest Money Deposit (EMD) of 1% of total cost (inclusive of all taxes) of the articles quoted for (rounded to the nearest Rupee). The amount must be paid by Demand Draft payable at Thalassery in favour of the Director, Malabar Cancer Centre. **The DD should be kept along with Price Bid. However the details of DD (DD number, date details of Bank etc), except the amount, should be furnished along with the technical bid.** The EMD of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers will be adjusted towards the security

that will have to be deposited for the satisfactory fulfillment of the contract. Tenders without EMD shall be rejected by the institute. No interest will be paid for the EMD received.

2.2 Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.

2.3 CMC rates should be specifically mentioned for a period mentioned in the tender after successful completion of warranty period.

2.4 Price Bids without mentioning the rates for CMC shall be treated as non-responsive and rejected.

2.5 Rates for CMC for the entire period will also be taken into account for finding out the L1 firm.

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

3. TECHNICAL BID

3.1 The Technical bid shall contain the complete technical specifications and details on the competency of the tenderer and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form).

3.2 All pages of Tender document should be duly signed and sealed. Tender without sign and seal shall be rejected.

3.3 Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the tenderer for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the tenderer for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

3.4 The 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 can be mentioned in remarks column. The statements given in this section should be true and it will be binding.

3.5 The Make and Model of the equipment should be specifically mentioned, supported with brochures. Tenders without complying to the above shall be rejected.

3.6 **The technical bid will be opened** in the presence of tenderers or authorized representatives **on 25/02/2020 at 3.30 PM** by the Director or any other officer authorized by him, in the presence of such of those tenderers or their nominees who may be present at that time.

3.7 **If the vendor 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 performing to the satisfaction of MCC, will not be considered and the Director-MCC has the right to accept or reject such tenders, without any notice. **Tenders without Performance Certificate from MCC will be considered liable for rejection.** For obtaining Performance Certificate from MCC the Tenderers may give a request letter to MCC. Firms who have not yet supplied any equipment in MCC need not submit Performance Certificate.

3.8 If the performance certificate of a particular firm is not satisfactory to MCC, then MCC will hold the right to reject such Tenders, without assigning any reasons and the decision of MCC shall be final.

4. PRICE BID

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

- 4.2 The Price bid shall contain the 'Price Bid Form' duly filled in the prescribed Performa.
- 4.3 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 shall be opened.
- 4.4 If any Tenderer wishes to quote more than one Model, then the EMD submitted should be in compliance with the highest quoted Model. For quoting multiple Models by a Tenderer, separate sheets of price bid formats should be enclosed, with CMC rates, in the price bid.
- 4.5 The tenders shall offer prices of the equipment inclusive of all the accessories mentioned in the technical specification
- 4.6 The tenderer is also required to offer the rates of all the optional accessories, if any, of the equipment and the cost of the same should be included in the offers submitted.
- 4.7 The price offered for 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.
- 4.8 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.
- 4.9 The rates of CMC for the prescribed period should be shown separately.
- 4.10 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.
- 4.11 If any Tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to the Centre and such action will be taken against him as the Centre think fit.
- 4.12 Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of the articles tendered for.
- 4.13 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.
- 4.14 The successful tenderer shall, **before signing the agreement, and within the period specified in the letter of acceptance, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfillment of the contract.** Security Deposit can be remitted by way of Demand Draft / Bank Guarantee from a Nationalized Bank equivalent to the security deposit amount with **validity of 63 months** from the date of issue drawn in favour of Director, MCC payable at Thalassery.
- 4.15 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.
- 4.16 The Security deposit shall be subject to the conditions specified herein, returned to the Supplier within two months after the expiration of the contract, on request by the Tenderer, 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.

- 4.17 **Security Deposit:** 5% of the total purchase order amount will be released only after the successful completion of warranty period and only on request by the firm within 60 days from the date of competition warranty period. The non receipt of request for releasing the security amount within 60 days will be automatically forfeited by MCC without prior information. If CMC/AMC agreement is executing, 50% of the security deposit amount will be released initially and balance 50% will be released at the time of completion of CMC/AMC period. The Security Deposit will not carry any interest on it.

5. CLARIFICATION OF BIDS

- 5.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the Bid Evaluation Committee on its bids submitted.
- 5.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6. OPENING OF TENDER

- 6.1 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representative in the presence of the prospective tenderers or his/her representative who choose to attend at the respective time and place mentioned.
- 6.2 The tenderers or representatives present for the opening of the envelopes shall sign registers evidencing their attendances.
- 6.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.
- 6.4 The tenderer's names, the presence or absence of the requisite EMD and such other details as the Tender Inviting Authority may consider appropriate, shall be announced at the time of opening of the Tender.
- 6.5 In the event of the tender and claims in the covers are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.6 The tenderer shall be responsible for properly super scribing and sealing the envelopes and the Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the envelopes.

7. AGREEMENT

The Supplier will execute agreement with MCC in a Kerala non-judicial stamp paper, worth Rs.200/- , for Purchase and CMC separately.

8. WARRANTY

- 8.1 The supplier shall give a comprehensive **warranty for at least 05 years** after successful installation
- 8.2 There will be no parts of the services excluded
- 8.3 **Comprehensive annual maintenance contract for next 05 years** should be mentioned and quoted separately.

9. PRE DELIVERY INSPECTION

- 9.1 Pre-delivery inspection (PDI): The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the suppliers site, if needed, or for a onsite demonstration.

Signature of Director

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Signature of Supplier

- 9.2 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.
- 9.3 The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).\

10. DELIVERY AND INSTALLATION

- 10.1 The successful tenderer will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution.
- 10.2 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.

11. PAYMENT

- 11.1 Entire Payment will be made after installation, testing and successful commissioning and acceptance of the systems/equipments.
- 11.2 All payment to the Suppliers will be made by Cheque/NEFT/RTGS, in case of payments in India.

12. OTHER CONDITIONS

- 12.1 The supplier should quote the most recent model of their machine
- 12.2 The time taken for the delivery of the equipment, installation and commissioning Should be mentioned
- 12.3 The supplier shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The Supplier shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Director/Purchase Officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being excited and no allowance or compensation shall be made to the Supplier or the sub agent upon such recession. Provided always that if such consent be given at any time the Supplier shall not be relieved form any obligation, duty or responsibility under this contract.
- 12.4 In case the Supplier becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving orders or orders for the administration of his estate are made against him or in case the Supplier shall commit any act of insolvency in case in which under any clause or clauses of this contract the Supplier shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the purchasing officer to the supplier be determined and the Centre may complete the contract in such time and manner and by such persons as the Centre shall think fit. But such determination of the contract shall be without prejudice to the right or remedy of the Centre against the supplier or his sureties for recovery of

all expenses and damages incurred and caused to the Centre as a result of the breach of contract by the supplier by resorting to the provisions of the Kerala Revenue Recovery Act or such other Act in force at the relevant time.

a) If the supplier fails to deliver any or all of the goods or perform the services within the time period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached the Purchaser may consider termination of the contract.

b) In case the Supplier fails to supply and deliver any of the said articles and things within the time provided for the delivery of the same or in case the Supplier commits any breach of the covenants, stipulations and agreements herein contained, and in his part to be observed and performed, then and in any of such case, it shall be lawful for the centre, (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere on behalf of the centre after putting an end to this Contract by an order in writing of the Purchasing Officer. In that event the Supplier shall be liable to pay to the Centre any loss , damages, costs , expenses or other amounts including the expenditure for the purchase incurred and sustained by the Centre for re-arranging the supply on account of the breach committed by the Supplier.

c) 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 MCC is situated.

12.5 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.

12.6 No representation for enhancement of rates once accepted will be considered.

12.7 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.

12.8 The prices quoted should be inclusive of all taxes, duties, cesses etc., except customs duty, 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.

SPECIAL CONDITIONS OF CONTRACT

1. Tenders which are not accompanied with the following documents are liable to be rejected.
 - i) DD favouring Director, MCC payable at Thalassery towards Tender cost (in Technical bid)
 - ii) DD favouring Director, MCC payable at Thalassery towards EMD (in price bid)
 - iii) Performance Certificate from MCC (in Technical bid)
2. The tenderer should specify rates per unit in Indian currency.
3. In case if articles rejected has not been in accordance with the specifications or as have been received in damaged condition, the Supplier should be prepared to take them back and replace them by correct within 15 days without involving additional cost to the purchaser, failing which the penalty/action will be levied..
4. 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.
5. The Supplier/contractor should make his own arrangements for loading, unloading, transportation, labour etc. The entire work (delivery & installation) shall complete without any additional delivery charges at MCC **within ONE month** on receipt of purchase order.
6. In the tender, while quoting for the equipment the supplier should quote including all the standard accessories which are required to put the equipment into use immediately after installation. Failure to install the equipment asking excuses for want of accessories will invite confiscation of security deposit and/ or EMD. It may also lead to the black listing of the supplier.
7. The supplier should list out the spare parts required for the equipment, which needs to be replaced periodically for its satisfactory performance and running. They should enclose the price list of such spare parts needed.

Award criteria:

- 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.
- The notification of award will constitute the formation of the contract.

CMC

The tenderer/contractor should compulsorily mention the CMC (Comprehensive Maintenance Contract) rates in the price schedule.

Site clearance:

The supplier should take the site clearance approval from MCC before going to despatch the item .

Resolution of disputes:

- 1.1 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.

- 1.2 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.
- 1.3 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) .

17. Notices:

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).

Other special conditions:

Tax exemption, if any, available should be received and necessary documents for the same shall be provided by the Centre. The amount of tax exemption should be passed on to the account of the Centre by effecting appropriate deduction in the total price payable.

CHECKLIST FOR BIDDERS ELIGIBILITY

Documents to be kept along with “Technical Bid” (First Cover) and “Price Bid” (Second Cover)

The cover containing the Technical Bid should be superscribed with “Technical Bid (First Cover)” and the cover containing the price bid should be superscribed with “Price Bid (Second Cover)”. These two sealed covers should be kept in one sealed cover duly superscribing on the cover mentioning the name of the equipments for supply with their self address.

I. TECHNICAL BID (FIRST COVER):

1. Name of the equipment quoted with make & model : -----
2. Nearest Service Centre of buyer: -----
3. Location of Service Centre: _____ Phone No:-----
4. EMD Details:
DD No. & Date (**Here need not mention the amount**):
5. Name of the Bank & Branch: -----
6. Self declaration stating the firm is not black listed with any Government Organizations and will not supply refurbished equipments.
7. Technical specification and information brochure of the model of the equipment quoted.
8. Details of contract completed during the past five years.
9. Performance certificate from MCC, in case the vendor had supplied any equipments to MCC earlier.

II. PRICE BID WITH TENDER FORM (SECOND COVER):

- 1) Price of the equipments including GST, delivery and installation Charges
- 2) CMC Rates (inclusive of GST) for 6th year to 10th year.
- 3) Rate of optional items, if any.
- 4) Demand Draft towards EMD.

DECLARATION OF THE SUPPLIER

I, do hereby declare & certify that I have read and understood the notice inviting tender for **REFRIGERATION SYSTEM** and its terms and conditions in full. I further assure that my firm will abide all terms and conditions stipulated in the tender till completion of contract. I also hereby certify that all the information furnished by me/my firm is true to best of my knowledge and belief.

Date:

Signature of the Supplier

Witness:

MALABAR CANCER CENTRE

(an autonomous centre under Government of Kerala)
MOOZHICKARA P.O, THALASSERY, KANNUR-670103
KERALA, S.INDIA
PH.91 490 2355881, FAX-91 490 2355880
E-mail: mcctly@gmail.com
Website: www.mcc.kerala.gov.in

Name & Address of the Supplier for communication:

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

Pin Code:

Phone Number:

Fax Number:

E-mail:

Website:

Bank A/c details:

Name and signature of the Supplier

DETAILS OF PREVIOUS EXPERIENCE

Sl. No	Type of installation	Name and address of the Hospital/ Organization	Amount (in Rs)	Name &Phone Number of Contact Person

Signature of Director

Signature of Supplier

PRICE BID

TOTAL QUOTED AMOUNT FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF **REFRIGERATION SYSTEM**.

Sl. No.	Description of items	Qty	Amount (Incl. of GST)
1	REFRIGERATION SYSTEM	1	
TOTAL AMOUNT			<i>In Figures:</i> <i>In Words: (Rupees only)</i>

Name and address of Supplier:

.....

.....

CMC RATES: FOR 5 YEARS, AFTER 05 YEARS OF SUCCESSFUL COMPLETION OF WARRANTY PERIOD OF THE EQUIPMENT/SYSTEM

*Total cost- Total cost of the equipment/system, inclusive of all taxes & installation charges

Sl. No	CMC Period	QTY	Amount (Inclusive GST) (In Rupees or % of total cost*)
			REFRIGERATION SYSTEM
1	6th year	1	
2	7th year	1	
3	8th year	1	
4	9th year	1	
5	10th year	1	

Name and address of Supplier:

.....

.....

ANNEXURE – I

(Format of Purchase Agreement)

A G R E E M E N T

No: MCC/-----/P2/2018-19/---

Agreement executed on ----- 2020 between M/s.----- (Address of the firm) -, (herein after called the “Supplier”) of the one part and Malabar Cancer Centre established by a charitable society registered under the societies Registration Act 21 of 1860 with registration No.309/1997 and is Society, Thalassery (herein after called “MCC”) of the other part.

And whereas the “Supplier” has submitted their tender vide Price bid No:----- dated -----(Tender No:-----), accepted their above said offer and awarded the purchase/work order to the “Supplier” on terms and conditions contains its Letter of Acceptance No: ----- and their documents referred therein, which have been accepted by the “Supplier” resulting into a contract.

And WHEREAS “MCC” have been pleased to accept the offer subject to the conditions stipulated in the Purchase Order No: ----- (which shall form part of this agreement as if incorporated herein) in respect of the terms mentioned therein.

NOW THESE PRESENTS WITNESS AS FOLLOWS

The “Supplier” hereby agreed and declared that:

- 1) The Total amount for the supply of ----- (Qty & name of equipment) with required accessories (Qualimed Model: ----) is **Rs.----- /-** (Rupees -----) **inclusive of GST**, which also includes entry tax, installation charges and spare parts, if any required for installations. No additional payments/charges can be claimed over and above the approved amount under any circumstances.
- 2) The equipment should be of the same quality approved by MCC and accepted by the Supplier.
- 3) It is the duty of the supplier to take statutory approvals for this installation from any of the Government/Quasi Government if required.
- 4) The Supplier/contractor should make his own arrangements for loading, unloading, transportation, labour etc. The entire work (delivery & installation) shall complete without any additional delivery charges at MCC **within ---- weeks/months** on receipt of purchase order.
- 5) The Supplier/Contractor should install the equipment/system complying with the tender specifications of MCC. **If the installation is delayed, the supplier should pay a penalty of -- ----- for each day.**

Signature of Director

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Signature of Supplier

- 6) The supplier/contractor should provide adequate training to the staff of MCC for operating the equipment/system during installation.
- 7) There should be a **warranty of 05 years** from the date of installation, testing and commissioning of the equipment/system without any extra payment against entire items supplied.
- 8) The equipments/systems supplied should be free from defects in material and workmanship under normal operating conditions.
- 9) No compensation will be given at any circumstances for the damage to the item. The damage to the items will be made good by the Supplier at his own cost and no claim on this account shall be entertained.
- 10) Similarly, if the supplier causes any damage/loss to MCC property then it should be made good/repaired at his own cost. In case he fails to make good the damage/loss then the cost incurred for the same will be deducted from his bill.
- 11) **Preventive Maintenance & Service visits:** 02 times in a year (once in six months) & unlimited breakdown visits. Any defects found during the warranty period, the approval agency/supplier should attend and rectify the defects/problems within 48 hours of communicating the problem. Otherwise a fine of Rs. ----- per day of delay will be imposed and the fine amount will be deducted from the security deposit.
- 12) The complaints should be attended and rectified at site and in case of the equipment/parts etc are to be carried away for rectification/repair, the agency is bound to provide standby equipment/parts with another one.
- 13) All disputes arising out of or in any way connected with this supply shall be in the jurisdiction of the **Thalassery Court**.
- 14) 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.
- 15) **Security Deposit:** 5% of the total purchase order amount will be released only after the successful completion of warranty period and only on request by the firm within 60 days from the date of competition warranty period. The non receipt of request for releasing the security amount within 60 days will be automatically forfeited by MCC without prior information. If CMC/AMC agreement is executing, 50% of the security deposit amount will be released initially and balance 50% will be released at the time of completion of CMC/AMC period. The Security Deposit will not carry any interest on it.

16) As per purchase order Clause No.14, a separate agreement on Kerala non-judicial stamp paper worth Rs.200/- for CMC is also signed along with this agreement and this is known as Supplementary Agreement, which shall form part of this agreement. The date of starting of CMC agreement is the date of satisfactory completion of warranty period.

17) All other conditions including specifications are as per Tender documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Name and Designation

Name and Designation

MCC's Stamp

Suppliers stamp

Witness:

1)

1)

2)

2)

Annexure - II

(Format of CMC Agreement)

CMC AGREEMENT

NO: MCC/CMC-----/2018-19/-----

THIS AGREEMENT entered in the day of ----/----/ 2020 between Malabar Cancer Centre established under the societies Registration Act 21 of 1860 with registration No.309/1997 and is controlled by the Department of Health & Family Welfare Government of Kerala having its registered office at Kodyeri, Moozhikkara (PO), Thalassery – 670 103 (hereinafter referred to as “MCC” which expression shall include its administrators, successors, executors and assignees) through its **Director** of the one part and ----- (Address of the firm) (hereinafter referred to as the “CONTRACTOR” which expression shall include its administrators, successors, executors and permitted assignees) of the other part.

WHEREAS the MCC is desirous of getting the work of “**Comprehensive Maintenance Contract (CMC)** for the maintenance -----
(Name of the equipment) (Make & Model: -----
----) (hereinafter called the WORK) done and had invited offers for this work.

AND WHEREAS ----- (Name of the Supplier) had submitted their offer for Supply, Installation, Testing and Commissioning of -----
(Name of the equipment) (**Make & Model:** -----
---) vide Bid ID No: ----- and MCC accepted their aforesaid proposal and awarded the work to on terms and conditions contained in its Purchase Order No: -----
----- dated ----- and the documents referred therein, which have been accepted by ----- (Name of the Supplier) resulting into a contract. As per the purchase agreement and purchase/work order condition, a separate CMC agreement is signed and which is also a part of original purchase agreement.

1. Type of equipment: ----- (Name of the equipment) (**Make & Model:** -----)
2. Scope of work : Scope of the contract covers the periodical and breakdown services of the equipments mentioned above. Number of visits for the periodical servicing is ----- per year (i.e. once in ----- months). The number of visits for the breakdown is as per requirement in addition to periodical visits.
3. Period of work : The contract is valid for a period of 05 years after successful completion of 05 years warranty period (Warranty period is 05 years from the date of installation & handing over the machine to Malabar Cancer Centre).

Signature of Director

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Signature of Supplier

4. CMC Charges:

SL. NO	ITEM DESCRIPTION	Unit	RATE (GST included)
Name of the Equipment:			
Male & Model:			
Warranty: Five years			
1	CMC rate of 6th year	1 year	
2	CMC rate of 7th year	1 year	
3	CMC rate of 8 th year	1 year	
4	CMC rate of 9th year	1 year	
5	CMC rate of 10th year	1 year	

- a) CMC charges will include all spares and labour charges and will be applicable to all items supplied by the firm as part of the purchase of ----- (**Name of the equipment**) with all accessories in MCC.
 - b) **CMC will be paid in four equal installments in every year in Indian rupees. Each installment will be paid after completion of every three months of each year.**
 - c) CMC will start from 6th year onwards from the date of installation, ie. after successful completion of 05 years warranty period.
 - d) Any hike in statutory rates of taxes as per Government policy will be taken care of by MCC and any reduction in tax will be adjusted from the bill by the firm.
5. Tools and plant : All necessary tools and plants required for the maintenance work should be provided by the contractor at no extra cost.
 6. Periodical servicing : ----- times in a year & unlimited breakdown visits.
 7. Spares : The comprehensive maintenance contract amount is inclusive of the cost of the spares & labour. The spares/consumables required to replace during the periodical servicing/breakdown servicing is to be assessed in the presence of our Engineer/Supervisors and the same is to be used. Genuine spares recommended by the manufactures only should be used. In these case of any new spare brought to site, it will be mandatory on your part to get it approved by our Engineer/ Supervisors before it is replaced.
 8. Breakdown & maintenance: If your workers cause any damage/loss to MCC property then it should be made good/repaired at your own cost. In case you fails to make good the damage/loss then the work will be got executed by MCC from some other agencies at the cost of you and the cost incurred for the same will be deducted from your bill.
 9. Security norms: You will have to comply with the security restrictions enforced by Malabar Cancer Centre. The directions issued by us should be strictly followed by your service personnel so as to ensure minimum disturbance to the hospital functioning.
 10. Complaints should be attended and rectified at the site and incase of the equipments/parts etc are to be carried away for rectification/repair, the agency is bound to provide standby equipment/parts with another one.
 11. The periodical servicing/maintenance have to be planned in advance and has to be carried out as per the time schedule – Minimum ----- numbers of periodical maintenance visit in each year and time period between two services is ----- months.

Signature of Director

Signature of Supplier

12. You should not deviate from this maintenance schedule to enable us to have proper supervision and to avoid any disturbances to the functioning of the hospital. If the periodical maintenance is not carried out as per schedule, a fine of `100/- per day will be charged for such deviations from the last date given or the period will be extended as decided by the Engineer. The work shall be carried out strictly in accordance with the specifications given by the manufacturer of the equipment.
13. Breakdown maintenance: As the equipments are very essential and important, the breakdowns are to be attended and rectified immediately (within **48** hours) on intimation from Malabar Cancer Centre. Communications of breakdown will be sent by fax/ courier/ e-mail and also by phone. On confirmation of receipt of message on breakdown, if the work is not attended and rectified the complaint within 2 days, a fine of `200/- per day will be charged from the 3rd day onwards till your Engineer/ Technician attend the installation. If the complaint is not rectified, despite charging fine for one week, work will be got executed by MCC at your risk and cost. All co-operations must be ensured to enable us to get the breakdown claims from our insurer, if any replacement/repair is required.
14. 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.

NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1

MCC has awarded the contract to -----
 ----- for the work of “**Comprehensive Maintenance Contract for the maintenance of ----**
 -----**(Name of the equipment) (Make & Model: ----- -----)** on terms and
 conditions contained in its Purchase Order No: ----- dated -----,
 and the documents referred to therein. **The CMC contract period is for a period of 05 continuous
 years from the immediate date of expiry of warranty period.**

The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “contract documents” referred to in the succeeding article.

Article 2

The contract shall be performed strictly as per the terms and conditions stipulated in the following documents (herein after referred to as “contract documents”)

1. MCC’s P.O. No: ----- dated -----.
2. Original agreement No. -----.
3. Your tender document (Bid ID: -----)

All the aforesaid contract documents and the rules / regulations laid down by the Government of Kerala from time to time shall form an integral part of this agreement, in so far as the same or any part there of conform to the agreement conditions of the Government of Kerala and what has been specifically agreed to by the MCC in its Purchase order. Request for deviation of terms and conditions and enhancement of rates once accepted will not be considered except where MCC have expressly agreed in writing for any deviation / variation from the agreed terms & conditions under

specified circumstances. Conditions of WORK or other special terms and conditions, if any, printed on the quotation sheets of the CONTRACTOR or attached with CONTRACTOR's proposal or any other letter or paper from the CONTRACTOR will not govern this contract nor bind the MCC in any manner whatsoever unless such terms have been expressly accepted by the MCC in writing. Any matter inconsistent there with, contrary or repugnant there to or any deviations taken by the CONTRACTOR in their "proposal" not agreed to by the MCC (in its Purchase order) or any letter contrary to the terms of the contracts shall be deemed to have been withdrawn by the CONTRACTOR. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the 'AGREEMENT'.

Article 3

The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence. Any modifications of the agreement shall be effected only by an instrument signed by the authorized representatives of both the parties.

Article 4

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, either during or after the WORK or after termination, abandonment, or breach of the contract or as to the interpretation of the provisions of the contract or as to any matter or thing arising there under except as to matter left to the sole discretion of the MCC under the clauses of the contract, such dispute or difference shall be referred to the civil courts of Thalassery and the jurisdiction of such matters will be continued to Thalassery courts only.

Article 5

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties there to if delivered against acknowledgement due addressed to the signatories at the address mentioned here above.

Article 6

All payments due to the CONTRACTOR under this agreement shall be only by crossed "Account Payee" cheques drawn in favour of the CONTRACTOR on submission of bill / stamped pre-receipted invoice.

Article 7

TDS under the Income Tax Act and Tax on works contract as per KGST Act and other statutory levies, if any applicable from time to time will be deducted from CONTRACTOR's bills before releasing payments.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of all the three parties) on the day, months and year first above mentioned.

Signature of SUPPLIER/CONTRACTOR

Signature of MCC

Name and Designation

Name and Designation

Supplier's Stamp

MCC's Stamp

In the presence of

In the presence of

1)

1)

2)

2)