

MALABAR CANCER CENTRE

(Post Graduate Institute of Oncology Sciences & Research)

(An autonomous centre under Government of Kerala)

MOOZHICKARA-P.O, THALASSERY, KANNUR-670 103

KERALA, S.INDIA

PH: 0490 2399 244 / 257, FAX.91 490 2355880

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**RETENDER (TWO BID SYSTEM)
FOR
THE SUPPLY AND INSTALLATION OF
DEHUMIDIFIER (02 No's)**

Tender No: MCC/268/2024-P4-GAD

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RETENDER
FOR THE SUPPLY AND INSTALLATION OF
DEHUMIDIFIER (02 No's)

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

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MCC/268/2024-P4-GAD

02/01/2025

TENDER NOTICE

Competitive tenders (retenders) (Two cover systems) are invited from established manufacturers/ authorized suppliers for the supply of the following item in MCC-PGIOSR, Thalassery.

Sl. No	Item Description	Tender ID
01	DEHUMIDIFIER (02 No's)	MCC/268/2024-P4-GAD

For details contact our Purchase Division (Ph: 0490 2399 244/257)

(Sd/-) DIRECTOR

TENDER SCHEDULE

Date of commencement of sale of tender document	02/01/2025
Cost of Tender document:	Rs.472/- (Rs.400/- + GST @ 18%)
Mode of Payment:	By DD drawn in favour of 'Director, Malabar Cancer Centre, payable at Thalassery.
Last date & time for receipt of bids:	20/01/2025 at 2 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:	22/01/2025 at 2.30 PM.
Superscription on the cover submitting the Tender:	“TENDER FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DEHUMIDIFIER (02 No's)”
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 and rate of optional items, if any.

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

Signature & Designation with office seal

Signature of the Director

Page 5 of 25

Signature of the 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.

Name of the Equipment: DEHUMIDIFIER (02 No's)

Sl. No	Technical specifications	Confirm each specifications– Please Tick (√) in appropriate columns given below		Remarks
		Yes	No	
I	DEHUMIDIFIER FISH			
1	Dehumidifier can be suitable for the room size 3200 Cu ft (Not for Industry application)			
2	Extraction capacity /day should be 35 to 40 l/day 25 ⁰ c and 40% RH. Tank capacity should be minimum 6 L			
3	It should have programmable timer			
4	Should have digital display .The set temperature &relative humidity and current temperature and relative humidity should be displayed.			
5	Humidity can be set between 30% to 80%(Minimum level: 30% and maximum Level: 80%)			
6	It can be operated at input voltage 220-240 V, 50 Hz and can be run at room temperature 5 ⁰ to 35 ⁰ .			
7	Air flow should be m ³ /hr (fan speed 250 -300)			
8	Should have semi permanent built in ionizer			
9	Negative ion density up to 20 million/cm ³			
10	Noise level should not be more than 46 db			
11	Should have bucket full indicator and audible alarm			
12	Easily transportable. It should have wheel .Its weight should not be more than 17 Kg			
13	Auto restart :It should resume operation power comes ON after power failure			

Signature of the Director

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Signature of the Supplier

	Auto Resume: Preset humidity level should be maintained on resumption and after emptying bucket			
14	Compressor should be rotary type and refrigerant should be H-410a.			
15	Power consumption :350W – 500W			
16	All parts including filters should be covered under warranty			
17	Warranty: 2-3 years			
II DEHUMIDIFIER PROTEOMIX				
1	Dehumidifier can be suitable for the room size 2500 Cu ft (Not for Industry application)			
2	Extraction capacity /day should be 20 -30 Lts/day 25 ⁰ c and 40% RH. Tank capacity should not be less than 4 L			
3	It should have programmable timer			
4	Should have digital display .The set temperature &Relative humidity and current temperature and humidity should be displayed.			
4	Humidity can be set between 25% to 80%(Minimum level :25% and maximum Level: 80%)			
5	It can be operated at input voltage 220-240 V , 50 Hz and can be run at room temperature 5 ⁰ to 35 ⁰ .			
6	Air flow should be m ³ /hr (fan speed 200-250)			
7	Should have semi permanent built in ionizer			
8	Negative ion density up to 20 million/cm ³			
9	No noise level while operation			
10	Should have bucket full indicator and audible alarm			
11	Easily transportable. It should have wheel .Its weight should not be more than 17 Kg			
12	Auto restart :It should resume operation power comes ON after power failure Auto Resume: Preset humidity level should be maintained on resumption and after emptying bucket also			
13	Compressor should be rotary type and refrigerant H-410a.			
14	Power consumption :300W – 350W			
15	All parts replacement should be covered under warranty,(This includes filters also)			
16	Warranty: 2-3 years			

PRE QUALIFICATION OF TENDERERS:

- 1) Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender.
- 2) Original Equipment Manufacturers shall submit the 'Manufacturers Offer Form' (as per **Annexure-IV** *should be submitted along with the technical bid*).
- 3) In the case of a Tenderer who is not the manufacturer of the equipment Manufacturers Authorization Form (as per **Annexure - III** *should be submitted along with the technical bid*)) from the Original Equipment Manufacturer (OEM) shall be submitted.
- 4) Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid without any ambiguity, errors etc, cost of the tender document and EMD shall qualify for Tender Participation.
- 5) Tenderers who have service facility and have the capability to attend repairs of the equipments within the time and who are willing to provide stand by equipment or replace the faulty equipment or standby spare, as on case may be, if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The tenderers who have the capability to ensure the uptime as mentioned in tender.
- 6) Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization /PSUs/Autonomous Bodies should not participate in the tender during the period of blacklisting.
- 7) Firm/company who has withdrawn after participating in any of the previous tenders of **MCC** is not eligible to participate in this tender.
- 8) Firm/company who is not willing to accept the maintenance policy of Tender Inviting Authority is not eligible to participate in this tender.
- 9) **If any firm willing to participate in the Tender 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.

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 Tenderer/Manufacture at the convenience of the professionals from MCC at Tenderer’s/Manufacturer’s own cost
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 Tenderer or Manufacturer 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. All expenses towards supply of the entire system at MCC, installation and commissioning, transportation, insurance, duty & clearance (if imported) etc will have to be met by the supplier. .
7. 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 Tender Inviting Authority.
8. Tenders which are not accompanied with the following documents are liable to be rejected.
 1. DD favouring Director, MCC payable at Thalassery towards Tender cost (in Technical bid)
 2. DD favouring Director, MCC payable at Thalassery towards EMD (in price bid)
 3. Performance Certificate from MCC (in Technical bid)

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 with 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 **20/01/2025 at 2 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 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 with the above shall be rejected.**
- 3.6 **The technical bid will be opened** in the presence of tenderers or authorized representatives **on 22/01/2025 at 2.30 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 in separate sealed cover.
- 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 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 consumables and spare parts price should be quoted separately along with the price bid.
- 4.10 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.
- 4.11 Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of the articles tendered for.
- 4.12 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.
- 4.13 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 deposit 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 42 months** from the date of issue drawn in favour of Director, Malabar Cancer Centre, payable at Thalassery.
- 4.14 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.
- 4.15 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.
- 4.16 **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. 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 a purchase agreement with MCC in a Kerala non-judicial stamp paper worth Rs.200/- within 10 days on receipt of purchase/supply order.

8. WARRANTY

- 8.1 The supplier shall give a comprehensive **warranty for at least 3years.**
- 8.2 There will be no parts of the services excluded
- 8.3 The firm will be required to give warranty / guarantee/CAMC, that during warranty/CAMC 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 am to 5.00 pm on any day, it shall be considered as one day down time. If so a penalty of Rs.1,000/- per day or equal to the loss caused to the institution of Number of tests/services given per pay (Highest Number) within the machine during uptime of last month will be taken for loss computation. The penalty of Rs.1,000/- or the highest value of a day of last month service, whichever is higher will be

multiplied with the number of downtime as total penalty or the Warranty/CAMC period will be extended subject to the discretion of Tender Inviting Authority.

- 9. Preventive Maintenance & Service visits:** 02 times in a year (once in Six months) & unlimited breakdown visits. Any defects found during the warranty period/CAMC Period, the approval agency/supplier should attend and rectify the defects/problems within 48 hours of communicating the problem.

10. PRE DELIVERY INSPECTION

- 10.1 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.
- 10.2 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.
- 10.3 The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).\

11. DELIVERY AND INSTALLATION

- 11.1 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.
- 11.2 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.

12. PAYMENT

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

13. OTHER CONDITIONS

- 13.1 The supplier should quote the most recent model of their machine
- 13.2 The time taken for the delivery of the equipment, installation and commissioning Should be mentioned
- 13.3 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 from any obligation, duty or responsibility under this contract.

13.4 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.

13.5 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.

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

13.7 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.

13.8 **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.

14. Correspondence: 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: purchase@mcc.kerala.gov.in

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

ANNEXURE - I

(Format of Purchase Agreement)

A G R E E M E N T

No: _____

Agreement executed on ----- 2024 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** (Make & Model: --- ---) is **Rs.----- /-** (Rupees ----- --- --- only) **inclusive of GST & other taxes from time to time**, which also includes, installation charges and spare parts or any other charges, 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/others if required.
- 4) It is the duty of the supplier to take the site clearance approval from MCC before going to despatch the item.
- 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 --- months** on receipt of purchase order.

Signature of the Director

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Signature of the Supplier

- 6) 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 Rs.500/- for each day** or a sum equivalent to 1% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price whichever is higher.
- 7) The supplier/contractor should provide adequate training to the staff of MCC for operating the equipment/system during installation.
- 8) There should be a **warranty of 03 years from** the date of installation, testing and commissioning of the equipment/system without any extra payment against entire items supplied. The Supplier/Manufacture should supply all reagents/consumables/spares during the **warranty/CAMC period** at the price negotiated during the Tender Process. All the other reagents/consumables/spares which was not reported in Tender process should provide at suppliers/Manufacture own cost and risk.
- 9) **Calibration /Quality Assurance/Validation of the equipment & instrument:** The supplier shall undertake onsite calibration/Quality Assurances tests/Validation of the equipment every year as part of the after sales service during the period of comprehensive warranty and CAMC/AMC and submit a 'Calibration Certificate' to the head of the user department with a copy to the Engineering Department.
- 10) **Payment:** Entire Payment will be made after supply, installation and successful commissioning of the systems/equipments.

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

- 11) The equipments/systems supplied should be free from defects in material and workmanship under normal operating conditions.
- 12) 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.
- 13) Similarly, if the supplier causes any damage/loss to MCC property then it should be made good/repared 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.
- 14) **Preventive Maintenance & Service visits: 2 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. **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.

- 15) All disputes arising out of or in any way connected with this supply shall be in the jurisdiction of the **Thalassery Court**.
- 16) 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 by strength of Order No. 54/2019/RR dated 20th August 2019**, 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.
- 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 completion of warranty period. The non receipt of request for releasing the **security amount within 60 days will be automatically forfeited by MCC without prior information**. The Security Deposit will not carry any interest on it.
- 18) 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

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

The Director,
Malabar Cancer Centre
Moozhikkara Po, Thalassery
Kannur (Dt), Kerala, India-670103

Dear Sir,

Tender No:

Equipment Name: (With Make & Model)

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

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

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

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

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

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Signature of the Director

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Signature of the Supplier

MANUFACTURER'S OFFER FORM

(To be submitted by manufacturers)

No.

Dated:

To

The Director,
Malabar Cancer Centre
Moozhikkara Po , Thalassery
Kannur (Dt), Kerala, India-670103
(Tender Inviting Authority)

Dear Sir,

Tender No : _____

Equipment Name : _____

1. We------(name of the OEM) declare that we are the ----- are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website),andhavingfactoriesat -----
2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CAMC/AMC as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

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

Date: _____ (Name of manufacturers)

Place:

Note: *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

Signature of the Director

Signature of the Supplier

ANNEXURE - IV

DECLARATION FORM

I/We ----- M/s.-----
represented by its Proprietor/Managing Partner/Managing
Director having its Registered Office at -----
----- do hereby declare that I/We have carefully read all the
conditions (including the Special Conditions of the Contract
(S.C.C) and the General Conditions of the Contract (G.C.C) of
tender No **DATED**-----for the supply of
..... invited by the Malabar
Cancer Centre, Moozhikkara (PO), Thalassery- 670103 and
accepts all conditions of Tender.

Signature of the Tenderer

Name in capital letters with Designation

AFFIDAVIT

Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners of Entity are not blacklisted

I, M/s ----- (Name of the firm), having registered office athereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Health & FW, Govt. of Kerala/ or any other entity of GoK or blacklisted by any state government or central government / department / organization in India from participating in Tender/s, either individually or as member of a Consortium as on the----- (Last date of submission of tender).

We further confirm that we are aware that, our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period.

Dated thisDay of, 20.....

Name of the Applicant

..... Signature of the Authorized Person
..... Name of the Authorized Person

PRICE BID FORM
(TO BE IN SEPARATE SEALED COVER)

TOTAL QUOTED AMOUNT FOR THE SUPPLY AND INSTALLATION OF
DEHUMIDIFIER 02 NO'S

Sl. No.	Description of items	Qty	Amount (Incl. of GST)
1	DEHUMIDIFIER 02 NO'S	2	
TOTAL AMOUNT		<i>In Figures:</i> <i>In Words: (Rupees)</i> only)	

Name and address of Supplier:

.....

.....

Signature of the Director

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Signature of the Supplier