

MALABAR CANCER CENTRE

(An autonomous centre under Government of Kerala)

KODIYERI, MOOZHICKARA (PO) Ph: 0490 2355981 (7Lines)

THALASSERY

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TENDER FOR
THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
HORIZONTAL TYPE BED HEAD UNIT



Signature of the Contractor

DIRECTOR

MALABAR CANCER CENTRE
KODIYERI, MOOZHICKARA (PO)
THALASSERY

Name of Work: THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
HORIZONTAL TYPE BED HEAD UNIT

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No: MCC/ES/BHU/18/

28-06-18

TENDER NOTICE FOR BED HEAD UNIT

Sealed and competitive tenders are invited from the established, reputed and experienced manufactures/Authorized Dealers for "The Supply, Installation, Testing & Commissioning of Horizontal type bed head unit" for MCC.

Description	EMD	Tender submission fee
The Supply, Installation, Testing & Commissioning of Horizontal bed head unit	2.5 % of the quoted amount	Rs 900/- + GST @18%

The due date for tender submission is **15.00hrs on 14-07-2018** and will open on the same day **15.30 hrs** at the Office of the Engineer. The Director, MCC reserves the right to accept or reject any or all tenders without assigning any reasons and the right to change the dates without assigning reasons. For details and down load tender document visit www.mcc.kerala.gov.in or contact our Engineering Department.

Sd/-
Director

THALASSERY

No: **MCC/ES/BHU/18/**

date: 18-06-2018

NOTICE INVITING TENDER

Tender No:

Director, Malabar Cancer centre, PO. Moozhikkara, Thalassery invites sealed tenders from the Established, reputed and experienced manufactures/Authorized Dealers for the Supply, Installation, Testing, & Commissioning of **Horizontal bed head unit** for MCC.

1	Name of work	Supply ,Installation, Testing, & Commissioning of Horizontal bed head unit
3	Earnest Money Deposit	2.5% of the quoted amount
4	Tender Submission fee	₹ 900/-+GST @18%
5	Period of Completion	(1) month
6	Class of bidders	-NA-
7	Tender document	downloaded from the website www.mcc.kerala.gov.in
8	Last date & time of submission of tender/bid through www.mcc.kerala.gov.in	14-07-2018 at 3.00 PM
9	Tender opening date	14-07-2018 at 3.30 PM

Tender documents and tender schedule may be downloaded free of cost from the Website www.mcc.kerala.gov.in The bid submission fee and EMD as DD shall be remitted during the time of bid submission. The sealed tenders superscripted thereon the name of work mentioned above and addressed to the Director Malabar Cancer Centre Thalassery .The Tenders should be submitted through Registered post and the courier Services will not be accepted Late tenders will not be accepted

The payment towards EMD & Cost of Tender documents/ bid submission fee shall be submitted in the form of DD. in favour to Director, Malabar Cancer Centre The copy of Bid Capacity certificate and EMD exemption certificate (if any) shall be submitted along with other tender documents

The bids shall be opened at the office of the Director, Malabar Cancer Centre, Thalassery on 14-07-2018 at 3.30 PM by the Director. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

OEM should have direct office / service centre in Kerala, Copy of registration Certificate to be attached as proof.

1. If Tenderer is a Dealer then, they have to submit Authorisation letter from Original Equipment Manufacturer (OEM) to quote in the said tender and OEM also to undertake support, for 8 Years as and when required by us and should have local service setup.
2. OEM must have existed in Indian market for more than 5 years and documentary proof for the same need to be submitted.

Signature of the Contractor

DIRECTOR

Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth ` 200/- Further details can be had from the Office of the Engineer, Malabar Cancer Centre, Thalssery during all working hours.

The contents of Bid should include following items:

1. Covering letter indicating the list of enclosures and EMD details in accordance with instructions as above.
2. Name and detailed specifications of the quoted Equipment/Instrument and essential accessories if any (Catalogue of the equipment showing the make/ model no and specifications)
3. Warranty Offered.....Year/
4. Latest PAN/TAN
5. Preliminary agreement in Kerala stamp paper worth Rs 200/-
6. Bid capacity certificate

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 The bid of only those tenderers who technically found acceptable by the competent authority will be opened for further action. Rates including GST must be quoted The price should be all inclusive price offered for each item including cost of the equipment, freight, insurance, transit insurance, packing forwarding etc. and including charges for installation and commissioning with all the labour and material required for the same

All other existing conditions related to Pre-Qualification and Post Qualification tender of Kerala PWD will be applicable in this tender also. The Malabar Cancer Centre will not be responsible for any error like missing of schedule data while downloading by the Bidder. bid capacity certificate means experience certificate of at least two work of similar nature completed within last 5 years Exceptions and preference allowed to KSSC vide G.Os'

- (1) G.O. (MS)No.16/92/PW&T dated 12-2-1992
- (2) No.28673/E1/08/PWD dated 30-12-2008
- (3) G.O.(MS)No.52/88/PW&T dated 28-9-1988
- (4) G.O(MS)75/98/PWD dated 18-8-1998
- (5) G.O(MS)No.59/2/PWD dated 8-11-2002
- (6) G.O.(MS) No.81/97/PW&T dtd. 7-8-1997 will be applicable to this tender also.

All subsequent G.O's connected to tenders are also applicable to this tender. Any contradiction noticed in PWD manual 2012 and this document, this document and agreement for the work shall be final.

FORM OF PRELIMINARY AGREEMENT

(To be typed on Non-judicial stamp paper of ₹ 200/- and sign)

Preliminary agreement entered into on this day of2018 (Two Thousand and seventeen) between the Director, Malabar Cancer centre, PO. Moozhikkara, Thalassery (hereinafter called the Employer) of the one part and Sri
..... (H.E full name and address of contractor hereinafter called the contractor) of the other part of the execution of the work

WHEREAS the Employer invited tenders for the work “.....” by notification No - dated.....

AND WHEREAS para 13 of the notice inviting tenders started as follows. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him the tender shall deposit a sum sufficient to make up the balance of five percentage of the probable value of contract which together the amount of Earnest Money Deposit shall be treated as security for fulfillment of the same and shall execute the agreement for the work. If he fails to do this or in the case of contractors fails to maintain a specified rate or progress (to be specified in each case in the tender schedule by the bidder) the earnest money and security deposit shall be forfeited to Employer and fresh tenders shall be called for. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contractors or take possession of the work any loss to the Employer results same will be recovered from him as arrears of revenue by should it be a saving to Employer, the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contractors or under Revenue Recovery Act or otherwise the Govt. may decide.

NOW THEREFORE THESE PRESENTS WITNESS and is mutual agreed as follows.

1. The terms and conditions for the said contract been stipulated in the said tender form to which the contractor agrees, a copy of which is hereto appended which forms para of this is permanent, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered to express terms and conditions herein agreed to and in which purpose the express provisions herein shall
2. The contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the call contract work viz. (H.E the name of the work) if warded in favour of the contractor.
3. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated them, the Government may re-arrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the Malabar Cancer Centre can be reach from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed by the Officer or officers authorized by the Malabar Cancer Centre in his

Signature of the Contractor

DIRECTOR

behalf, taking into consideration the prevailing Public Works Department rates and after giving due not to the contractor. The decisions taken by such authority, officer or officers shall be final the conclusive and shall be binding on the contractor.

- 4. The contractor further agrees that any amount found due to the Employer or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable, as arrears of land revenue under the provisions for the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.
- 5. The contractor further assures that it is clearly understood that the settlement of the claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages what so ever shall be made for the belated settlements of claims of bills.
- 6. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Thalassery, Kerala and only the courts in Thalassery, Kannur district shall have jurisdiction to determine the same.

As witness there of the parties here to have here into set their hands the day, month and year first above written.

Signature of CONTRACTOR

Signature of EMPLOYER

Name & Designation

Name & Designation.

CONTRACTOR'S stamp

EMPLOYER's stamp.

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

Articles of Agreement

This agreement is made on the _____ day of _____ 2018 between MALABAR CANCER CENTRE, established as a charitable society registered under the societies Registration Act 21 of 1860 with registration No.309/1997 and is controlled by the Department of Health, Government of Kerala having its registered office at KODIYERI, MOOZHICKARA (PO), THALASSERY, KANNUR-670103 represented by its Director (hereinafter referred to as "**EMPLOYER**" which expression shall include its administrators, successors, executors and assignees) of the ONE PART AND _____, now residing at _____ represented by himself (hereinafter referred to as the "**CONTRACTOR**" which expression shall include its administrators, successors, executors and permitted assignees) of the OTHER PART.

WHEREAS the **EMPLOYER** is desirous of Supply Installation, Testing & Commissioning of Main Panel Board and connected works at Malabar Cancer Centre premises (hereinafter called the "**WORK**") and has caused an estimate of probable quantities of WORK contained in schedule, drawings, specifications, terms & conditions describing the WORK to be done, to be prepared or got prepared by the EMPLOYER.

The term "TECHNICAL EXPERT" in the agreement shall mean the person, firm or company nominated by the EMPLOYER for this WORK and in the event their ceasing to be Technical Expert for the purposes of this Contract.

AND WHEREAS the said drawings, specifications, terms & conditions and pricing schedule of probable quantities of WORK have been signed by or on behalf of the parties hereto

AND WHEREAS the CONTRACTOR has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in Contract conditions and pricing schedule, all of which are collectively (hereinafter referred to as "The said Conditions"), the

WORK shown upon the said drawings and described in the said specifications and included in the said pricing schedule of probable quantities of WORK at the respective rates set forth therein amounting to the sum of _____/- (Rupees _____ only).or such other sum as shall become payable hereunder (hereinafter referred as "The Said Contract Amount").

AND WHEREAS the CONTRACTOR has submitted a Fixed Deposit receipt/Demand Draft No. _____ dated _____ of the _____ Bank Ltd., _____ Branch for a sum of ` _____/- (Rupees _____ only) (____ years validity, endorsed to the Director, MCC, which will be refunded by the bank only after getting intimation from EMPLOYER) as security deposit for the due performance of this contract. The Security Deposit will be released only after 28 days from the date of completion of the defect liability period of the WORK.

Signature of the Contractor

DIRECTOR

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration the sum of _____ /- (Rupees _____ only) to be paid at the time and in the manner set forth in said conditions, the CONTRACTOR will upon and subject to the said conditions execute and complete the WORK shown upon the said drawings and described in the said specifications and pricing schedule.
2. The EMPLOYER shall pay to the CONTRACTOR the said Contract amount of _____ /- (Rupees _____ only) or such other sum as shall become payable at the time and the manner hereinafter specified in the said conditions.
3. The Technical Expert for the purposes of this Contract, not being a person to whom the CONTRACTOR, shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be Technical Expert under the Contract shall be entitled to disregard or over rule any decisions or approval or directions given or expressed by the TECHNICAL EXPERT for the time being.
4. The following documents shall be deemed to form and be read and construed as an integral part of the Agreement.
 - i) This form of Agreement
 - ii) Work order letter No: MCC/ES/_____/____ dated _____.
 - iii) Accepted Schedule of probable quantities of WORK to be done including pricing.
 - iv) Tender schedule, Notice Inviting Tender, Form of Tender, General Conditions of Contract, Special Conditions, Specifications and Drawings.
 - v) Clarifications given by the CONTRACTOR during negotiation on _____, and all correspondence from tender invitation to letter of intent of both the EMPLOYER and the CONTRACTOR and the parties hereto will respectively abide by and submit themselves to the said conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced schedule.

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 thereof conform to the agreement conditions of the Government of Kerala and what has been specifically agreed to by the EMPLOYER. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the CONTRACTOR not agreed to by EMPLOYER or any letter contrary to the terms of the contracts shall be deemed to have been withdrawn by the CONTRACTOR.

Signature of the Contractor

DIRECTOR

5. The EMPLOYER and the CONTRACTOR bind themselves, their partners, Successors in interest, executors, administrators and assignees if any to the other partners, successors in interest, executors, administrators and assignees of such other party in respect of all covenants of this Agreement.
6. The CONTRACTOR shall not assign, sublet or transfer Agreement without the written consent of EMPLOYER.
7. The CONTRACTOR shall afford every reasonable facility to the representatives of the said EMPLOYER for inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works relating to the installation in the manner laid down in the said conditions.
8. The parties to this contract agreed to undertake the conditions that arbitration shall not be a means of settlement of disputes or claim or anything on account of this contract.
9. Time shall be considered the essence of this agreement and the CONTRACTOR hereby agrees to commence the WORK immediately, in accordance with the said conditions and to complete the entire WORK within the specified period. The Liquidated Damage (delay in completion) shall be recovered by MCC at the rate of 0.5% of the contract value for each week of delay subject to a maximum of 10% as the fine.
10. If the CONTRACTOR shall fail to comply with any of his obligations hereunder or shall he wound-up or his business shall be dissolved or any receiver is appointed or any attachment is made in respect of any of his properties or the CONTRACTOR shall otherwise fail or neglect to complete the said WORK within the stipulated period, then or on the happening of any such event the EMPLOYER shall be entitled to cancel this Contract and to get the unfinished WORK done at the cost and risk of the CONTRACTOR by a third party and if the EMPLOYER suffers any losses in this regard the EMPLOYER shall look to the CONTRACTOR for the same viz., payment or reimbursement to such losses. The decision of the EMPLOYER in regard to the quantum of such losses final and binding on parties hereto. Upon such termination of this contract there shall be adjustment of any payment made to the CONTRACTOR by EMPLOYER and the CONTRACTOR shall, if required by the EMPLOYER refund any such amounts to the EMPLOYER.
11. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Thalassery, Kerala and only the courts in Thalassery, Kannur district, Kerala shall have jurisdiction to determine the same.
12. The EMPLOYER through the TECHNICAL EXPERT reserves to himself the right of altering the drawing and nature of the WORK by adding to or omitting any item of WORK or having portions of the same carried out without prejudice to this Contract.
13. The CONTRACTOR alone shall be liable to pay GST and any other Tax on work contract as per KGST/CGST Act and such other statutory liabilities, if any applicable from time to time.

Signature of the Contractor

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TDS under the Income Tax Act and tax on work contract as per GST Acts and other statutory levies, if any, applicable from time to time will be deducted from the CONTRACTOR's bill before releasing the payments.

- 14. A deduction of 2.5 % from all Running Account bills to the CONTRACTOR as Retention Money in respect of WORK. EMPLOYER will release the retention Money only after one month from the date of virtual Completion and take over of the WORK.
- 15. The CONTRACTOR shall follow the rules and regulations applicable to this WORK as per the statutory requirements of Government of Kerala and the CONTRACTOR shall indemnify EMPLOYER from any claims whatsoever in this connection.
- 16. The **CONTRACTOR** and **EMPLOYER** hereby specifically declare that the complete parts of this contract have been read, fully understood and accepted by us.

As witness thereof the parties hereto have here into set their hands the day, month and year first above written.

Signature of CONTRACTOR.

Signature of EMPLOYER

Name & Designation

Name & Designation.

CONTRACTOR'S stamp

EMPLOYER's stamp.

In the presence of

In the presence of

3.

1.

4.

2.

THALASSERY

FACING SHEET

1.	Name of the work	Supply ,Installation, Testing, & Commissioning of Horizontal bed head unit
3.	Earnest Money Deposit	2.5% of the quoted amount
4.	Tender Submission fee	` 900/-+GST @18%
5.	Download of Tender Documents (website Address)	<i>downloaded from the website</i> www.mcc.kerala.gov.in
6.	Last date & time of submission of Tender	14-07-2018 at 3.00 PM
7.	Date & time of opening of tender	14-07-2018 at 3.30, PM
8.	Security Deposit	2.5 % of the Contract value
9.	Class of bidder's registration	NA
10.	Name & address of the Bidder	
11.	Classification and office of registration	
12.	Completion Time	One (1) month from the date of receipt of work order & execution of agreement
13.	Liquidated damages for non completion of work	0.5% of the Contract amount for every week delay subject to a maximum of 10%.



THALASSERY

SPECIAL CONDTIONS FOR TENDER**DECLARATION**

I do hereby distinctly and expressly declare and acknowledge that I have read the conditions as stipulated in the standard forms No. 83 and 84 with the relevant modifications effected under clause 9-13-24 of form No. 83 and Clause 14 of Form. No. 84 and I do hereby admit that these conditions are binding on me and I shall abide by the terms and conditions as stipulated therein in respect of the work.

I do hereby declare also that, I have read the Revised PWD Manual 2012, this tender document and that I am familiar with various clauses contained in it. I am fully aware that the condition contained in the Revised PWD Manual are to be came part of Agreement. Any contradiction noticed in PWD manual 2012 and this document, this document and agreement for the work shall be final.

I am enclosing preliminary agreement form in stamp paper worth Rs. 200/-

Name of Bidder:

Place:

Date:

SPECIAL CONDTIONS FOR EARNEST MONEY DEPOSIT (EMD)

Payment towards **EMD** and **bid submission fee** has to be paid in the form of DD in favour of Director Malabar Cancer Centre Thalassery.

TENDER AND BIDDERS CERTIFICATE

I hereby declare that I have perused in detail and examined closely in the CPWD Specification, all Clauses of the standard preliminary specification before I submit the tender/ bid and I agree to be bound by and comply with all such specifications except clause 73 and other clauses relating to arbitrations contained therein. The defect liability period for building works is 36 months as per G.O.(MS) No. 73/2013/PWD dated 31/08/2013 is noted by me for this work,

Place:

Date:

Name of Bidder:

Address:

**AMENDMENT OF CLAUSE 7 OF CONDITIONS OF CONTRACT ATTACHED TO G.W.D.
FORM. NO.132 ASPER G.O.(M.S) NO. 2/ 2005 PWD DATED 7.1.2005**

- I.** Bills shall be submitted by the Bidder for part payment while the work is in progress or final bill on completion of the work as per the specification, terms and conditions of the contract and the Director shall take the requisite measures for having the same checked and the claim as far as admissible settled according to the availability of budget provision and allotment of funds made with the Director under the respective heads of account under which the work is sanctioned and arranged and also subject to the seniority of such bills. The Bidder shall not make any claim for interest or for damages for any delay in settling the bills. No such claims shall be admitted by the MCC should the Bidder be unable to prepare the bill for himself, the Director shall depute a subordinate to measure the work performed in the presence of the Bidder, whose counter signature to the measurement list will be a sufficient warrant to the Director to prepare the bill for him that list.

Signature of the Contractor

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FORM No- 83
Notice inviting Tenders for Works

1. Tenders are invited by the Director, Malabar Cancer Centre, Thalassery only from competent persons/agencies who should have supplied, installed and commissioned successfully at least one similar work of medical ICU/Post operative ward /operation theatre etc in PSUs /Large Government Organizations / Hospitals in India
2. The tender document(s), may be downloaded free of cost from the MCC website (www.mcc.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be submitted along with the bid.
3. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of postal delay network issues, traffic congestion, etc. In this regard, the Malabar Cancer Centre shall not be responsible for any kind of such issues faced by bidder.
4. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as "fake bidding" by the respective bidder and such bidder shall be blacklisted as per departmental rules in force.
5. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
6. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A bidder may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work, unless specifically so required.
7. All works shall be done in conformity with the specifications and conditions of contract in force in the P. W. D. In case of schedule rate contract, bidders must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under, the head quoted rate may be made. The rates quoted shall be inclusive ones; covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing out work, scaffolding, etc. The rates quoted shall be inclusive of all taxes applicable.
8. When tenders are submitted based on bidder's alternate designs such tenders should be accompanied by a schedule of quantities of materials to be used for each item of work with complete detailed specifications and data as a separate attachment at the designated place while submitting the bids online. In such cases the benefit of any savings in the quantities of materials actually used up under each item of work during execution will accrue to the Malabar Cancer Centre.
9. The overall percentage rates accepted and specified in the agreement shall not be varied on any account whatsoever. The bidders who quoted below estimate rate will remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily. If the quoted PAC differ Estimate PAC by more than 25 %, it will be rejected. If the quoted PAC differs estimate PAC upto 25 %, the bidder will remit performance guarantee equal to the unbalanced price in the estimate P.A.C and quoted P.A.C. This will be released

after satisfactory completion of the work.No interest, in any circumstances, shall be payable by the Malabar Cancer Centre to the bidder for the EMD/ security deposit/ performance guarantee furnished.

10. The bids will be opened at the office of the tender inviting authority on the date specified in the tender notice in the presence of those bidders or their authorised agents who wish to be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be published on the mcc website. The bidders shall check the mcc website regularly for such updates.
11. The total amount of each tender will be read out. There is no provision for correction of bids once submitted However, multiple bids can be submitted by the bidder, in case of corrections, till the last date & time of bid submission and the most recent/ latest bid submitted before the stipulated date & time of bid submission shall only be considered for further processing. Details of individual rates will be treated as confidential and will not be read out. Each tender/ bid should be accompanied by Earnest Money Deposit (EMD), drawn in favour of Director, Malabar Cancer Centre, Thalassery. Instructions regarding this has issued via. G.O (Ms) No. 11/2013/ITD, dated 10.04.2013. Earnest Money Deposit (EMD) should be as per GO(P) 03/15/Fin. dated Tvpm 05/01/2015 from Finance(Industries and public works-B) department
 - a. The envelope, containing the tender document(s)/ bid submission cost, EMD/ bid security cost should reach the department on or before the bid opening date & time, failing which, the bid is liable to be rejected. The department shall not be responsible for any postal service delay or any other delay Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest money is asked to be deposited. Such EMD exemption certificate/ document needs to be scanned and submitted online along with the bid, failing which, the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
12. Selected bidder will be required to produce income-tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.
13. The bidder must attach the scanned copy of the recent return statement filed by the bidder before the appropriate Income tax authority along with their online tenders. The bidder shall produce the necessary income tax documents, if required by the Malabar Cancer Centre for verification.
14. In the case of proprietary or partnership firm, it will be necessary to submit the scanned copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be All bids received without the scanned copy of certificates mentioned at point 6 & 7 above will be summarily rejected.
15. The documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials etc., can also be seen during the office days & hours in the Office of the Engineer, MCC.
16. The bidder will examine the site condition and satisfy themselves of the availability of materials at near by places, difficulties which may arise during execution etc before submitting tender for the work.
17. The bidder's attention is directed to the requirements for materials under the clause "Materials and workmanship' in the Preliminary Specification. Materials confirm to the Buildings Indian

Standard Specification shall be used on the work, and the bidder shall quote his rate accordingly.

18. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this tender notice, or as required by the Engineer, MCC in any case, shall be submitted for the Director's approval before the supply to site of work is begun. If the bidder after examination of the source of materials defined in the Descriptive Specification sheet is of opinion that materials complying with the standard or other specification of the contract cannot, be obtained in the Descriptive specification sheet he shall so state clearly in his tender and state where from he intends to obtain the materials subject to the approval of the Director. The MCC will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the bidder is found later on to have misjudged the materials available. Attention of the bidder is directed to the standard "Preliminary specification regarding payment of seigniorage, tolls etc.
19. The bidder's particular attention is drawn to the sections and clauses in the standard 'Preliminary Specification' dealing with
 - (1) Test, inspection and rejection of defective material and work
 - (2) Carriage
 - (3) Water and Lighting
 - (4) Cleaning up during progress and for delivery
 - (5) Accidents
 - (6) Delays
 - (7) Particulars of payment
20. The bidder should closely peruse all the specification clauses which govern the rates which he is tendering.
21. In consideration of the bidder being allowed to quote for the work, he should keep the tender firm for a period of 2 months from the date of opening the tender during which period or till the tenders are decided whichever is earlier, he will not be free to withdraw the tender. **Any such withdrawal will entail forfeiture of the earnest money deposited for the work.**
22. Due to MCC or administrative reasons if it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be obtained in writing for every further period of one month.
23. Security Deposit can be released against bank guarantee on its accumulation to minimum amount of ` 5 lakhs. The minimum amount of Bank Guarantee shall not be less than ` 5 lakhs at a time, Vide as per GO (P) 03/15/Fin. dated Tvpm 05/01/2015 from Finance (Industries and public works-B) department. Security Deposit, which shall remain valid till 28 days from defect liability period. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the Earnest Money and Security Deposit shall be forfeited to Malabar Cancer Centre and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default, of the bidder to pay the requisite deposit, sign contracts or take possession of the work any loss to Malabar Cancer Centre results, the same will be recovered from him as arrears of revenue, but should it be a saving to Malabar Cancer Centre, the original bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum

that may be due to the bidder on this or any other subsisting contracts or under the Revenue Recovery Act, otherwise the Government may decide.

- a. *Note* - Security Deposit which shall remain valid till 28 days from the defect liability period after completion of the work as per GO(MS)No.60/12/PWD dated 20/09/2012. **The successful bidder should deposit minimum 50% of security amount of each bid in the form of Treasury Deposit vide G.O (P) No. 03/201/Fin Dated Thiruvananthapuram, 05.01.2015 and balance amount in the form of Bank Guarantee from any Nationalized Bank**
24. Acceptance of the tender rests with the Tender Inviting Authority who does not undertake to accept the lowest or any particular tender.
 25. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work is reserved with the MCC.
 26. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen on the web site. It shall be definitely understood that the Malabar Cancer Centre does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions /of contract. The bidder will however base this tender amount in the case of lump sum tender on the basis of those quantities, etc.
 27. Tender forms and general specifications can be downloaded free of cost from the MCC website. Tenders not submitted in such prescribed format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc, shall be summarily rejected.
 28. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating tenders, keeping only the earnest money of the first 3 lowest tenders. The Earnest Money Deposit of the remaining unsuccessful bidders will also be refunded according to tender acceptance and executing agreement.
 29. Solicitors fee, if any, to be paid to the Law Officers of MCC for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder
 30. *Note*:- The MCC reserves the right to allot such portion of the work included in the tender at the rates quoted by the bidder in the absence of specific noting by the bidder to the contrary against clause 4 of tender (G W. D-Form 84). Such allotment shall not vitiate the acceptance and the bidder shall indemnify Government against any loss to MCC, due to failure on the part of the bidder to carry out such portion of the work allotted to him at the rates quoted by him.
 31. The successful bidder will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates.
 32. Any further information necessary can be obtained at the office of the tender inviting authority on all working days during office hours.
 33. The work should be completed in all respects as mentioned in the tender Notice Inviting Notice either from the date of handing over the site or from 10th day of agreement whichever is earlier.
 34. Executing agreement for the works will be made within the time limit prescribed as follows:

35. The time limit allowed for executing the agreement without fine will be 14 days (Fourteen days) from the date of acceptance of tender. Acceptance of tender rests with Technical Sanction authority.
36. Further time of 10 days should be allowed to execute an agreement by realizing fine of 1% of the P.A.C subject to a minimum of ` 1000/- (Thousand only) and maximum of ` 25,000/- (Twenty Thousand Only).
37. Tenders will be rejected, if agreement is not executed within 24 days and work will be awarded to the next lowest bidder, as per rules.
38. The bidder will take over the charge of the site within 10 days after executing agreement and commence the work.
39. Payment on lump sum basis or by final measurement at unit prices:
40. Final measurements need not be taken unless either the bidder or the Engineer claims extras to or deductions from the quantities of Schedule.
41. In case final measurements are claimed, they shall be taken only for those Items for which either the bidder or the Engineer claims final measurements and the quantities of the remaining items in Schedule shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by addition there to or deducting there from as the case may be the difference (if any), between the amounts mentioned in Schedule for such items and the amounts arrived at by calculation at Contract rates based on the revised quantities for the same obtained by the final measurement aforesaid.
42. It shall be accepted as a condition of the contract that the payment of the final bill to the bidder less the withheld amount and his acceptance there of shall constitute a full and absolute release of MCC from all further claims by the bidder under the contract.
43. Payment for additions and deductions for omissions. No authorized variation shall vitiate the contract but additions and omissions shall be measured and dealt with in accordance with clause 23 (b).
44. Items of work not expressly or impliedly described in the schedule, plans or specifications will be treated as 'extras'. They will include only items of works which through highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.
45. The execution of an extra item of work and payment-therefore will be based on the following conditions:-
46. There shall be an order in writing to execute the extra item of work duly signed by the Engineer before its commencement.
47. If the bidder finds, after examining the specifications and plans that extras are involved, he should give notice to the Engineer to this effect and shall proceed with the execution of the extra item only after receiving instructions in writing from Engineer.
48. Extra items may be classified as additional substituted or altered items, depending, on their relation or otherwise to the original item of terms of work.
49. The rates extra shall be worked out as below
50. In the case of all extra items whether additional altered or substituted, if accepted rates for identical items provided for in the contract such rates shall be applicable.
51. In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate the original item

with reference to the departmental estimated rate shall be applied in deriving the rates for such items.

52. No part of the contract shall be sublet without written permission of the Director nor shall transfer be made by power of attorney authorize other to receive payment on the bidders behalf.
53. The tender inviting authority or other sanctioning authority reserves the right to reject any tender or all the tenders without asking any reason there for.
54. **They will also establish laboratory facilities for testing the quality of the materials at their cost.**
55. The quality of materials used by the bidders should be ensured by the departmental officers and testing of the materials wherever necessary will be done by the bidder at his cost.
56. Deleted
57. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25 and to the nearest paisa if amount is below Rs 25.
58. Deleted
 - a. Value of quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanction requirements shall be recovered at book value or issue rate plus 20 per cent supervision charges or market rates whichever is higher with sales tax and in addition specific penalty rate stipulated by the Department Market value will be the retail selling price of materials in the locality of the work or the nearest market town current on the day of issue, or recovery which is more. The Engineer shall obtain the information and record within 7 days of such issue, sending a copy to the bidder. The decision of the Director regarding current market rates shall be binding on the bidder.
59. Unused balance if any at the time of completion or termination of the contract will not be accepted by the MCC- The cost of such materials amounting as it does an excess over sanctioned requirements shall be recovered at book value +20 per cent or current market rate whichever is higher and in addition to specific penalty rates as may be fixed by Director, MCC
60. (A) 1.Deleted
61. Bidders should declare that they are not related to any Government servant, who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter brother-in-law mother-in law/ and first cousin of the officer concernedThe bidder will provide his own tool and plant, store sheds to store his own materials as well as those supplied by the department and will be entirely responsible for the proper use and safe custody of the latter and also for any loss damage, theft, mishandling or any cause, whatsoever.
 - a) The responsibility for safe custody of materials at work site and during transit will be vested with the bidder. The concerned Overseer in charge of the work will verify the stock and initiate action of shortage in stock in notice. Other inspecting officers will also verify the stock during inspection.
62. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site / in different appendices of the lowest quoted rates will be accepted for the items in all the appendices.
63. Deleted.
64. **36 TIME EXTENSION**
65. The tendering authority will consider genuine request for extension of time of completion of work at the time of executing agreement taking into account the climate conditions or other

Signature of the Contractor

DIRECTOR

local problems at the site and grant extension of time. The tendering authority shall record the reason in such action with facts and figures.

66. If the failure of completion of work on the stipulated time is due to any departmental delay during execution, then the bidder may apply for extension of time through the Engineer, Malabar Cancer Centre before the expiry of time of completion.
67. For extension of time of completion will be increased at the following rates.

68. Period of Extension

69. Rate of fine

70. Beyond First Extension

71. 0.5% of the Contract amount for every week delay subject to a maximum of 10%.

72.

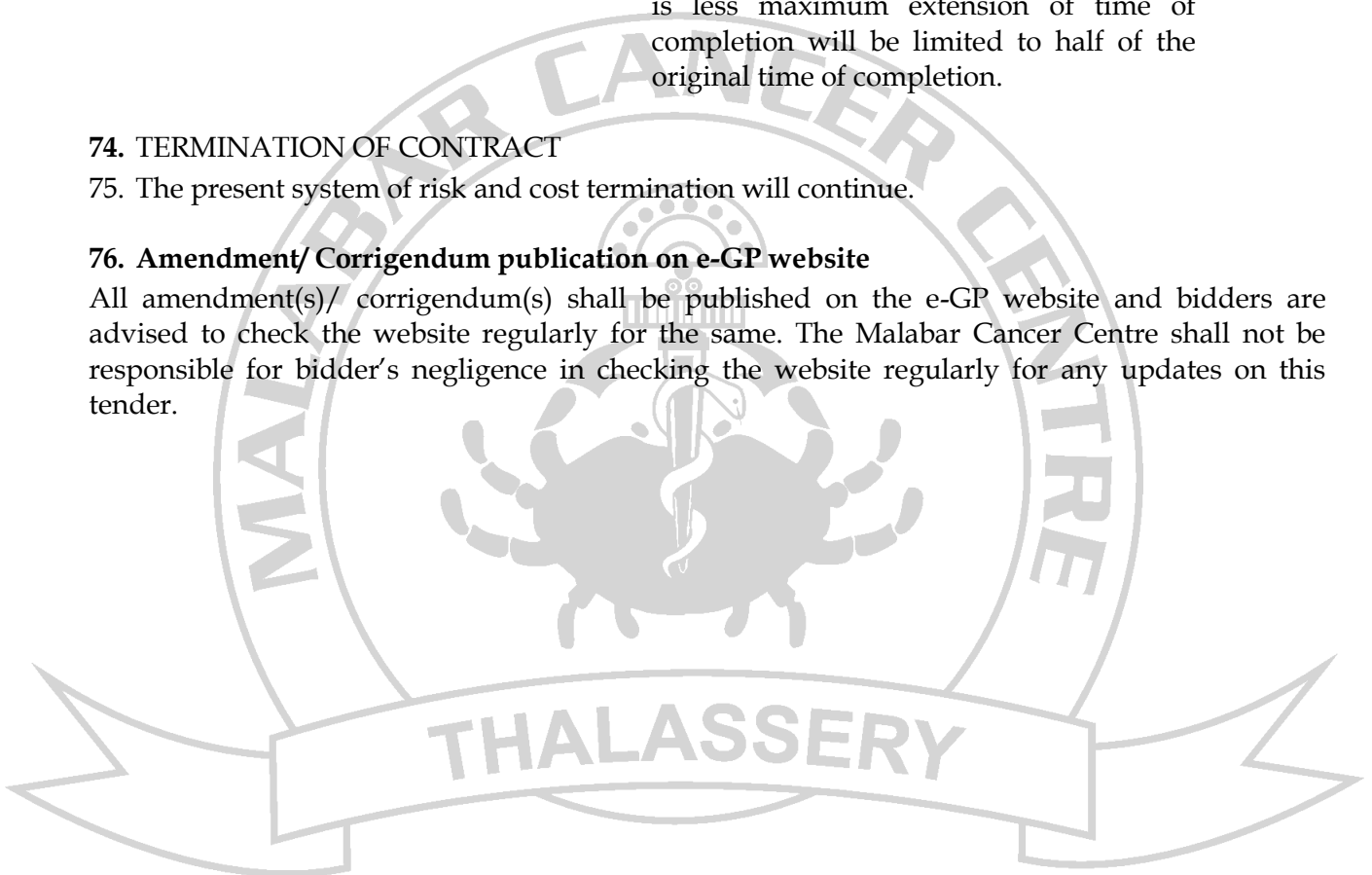
73. Extension of time of completion that can be granted at a time will not exceed 25% of the original time or six months which ever is less maximum extension of time of completion will be limited to half of the original time of completion.

74. TERMINATION OF CONTRACT

75. The present system of risk and cost termination will continue.

76. Amendment/ Corrigendum publication on e-GP website

All amendment(s)/ corrigendum(s) shall be published on the e-GP website and bidders are advised to check the website regularly for the same. The Malabar Cancer Centre shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.



SPECIAL CONDITIONS CONTRACT

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W D. The bidder shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the bidder" by scoring out the irrelevant portion. The rates quoted shall be inclusive once covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding, etc The rates quoted all be inclusive of all applicable taxes.
2. The rates quoted by the bidder for the" 'various items shall be inclusive of all tools and plants required for the proper execution work and all other incidental charges and separate claim for these will not be entertained under any circumstances.
3. The quantities shown in the schedule are only approximate and are subject to variations and the bidder is bound to do additional quantities of work if found necessary at his quoted rates.
4. All the rates quoted should be inclusive of KGST & CGST .
5. The bidder has to quote for the specification and unit noted in the schedule. All suggestions, remarks, corrections and insertions are only to be made only in the "Remarks" page/ section of the online bid. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.
6. The scanned copy of following documents shall be submitted along with the bid in cover specified:
 - a. Preliminary Agreement on a Rs. 200/- stamp paper. Stamp paper charges to be borne by the bidder himself.
 - b). Scanned copy of the EMD exemption certificate, if any
7. The bidder should submit the declaration in the form attached.
8. The bidder is bound to carry out items of works which are not expressly or impliedly described in the tender schedule plans, specifications sand agreement but which are found necessary for me proper completion of the work during execution, the work during execution payment for such extra items will be made on the basis of extra item conditions vide clause 23 (c) of form No GWD 83.
9. The bidder will have to make his own arrangements to convey the materials and for stacking, of materials and site shed, etc., which are found necessary for the proper, execution of the work. He will also be responsible for the safe custody of the materials till, they are used on works.
10. If materials other than those specified in the tender are issued by the MCC, recovery will be effected at data rate plus storage plus sales tax or at current market rates at the time, of issue whichever is higher.
11. Tribes of the locality should be employed to the extent possible. The bidder should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G. O. 18-8597 / 55/LD dated 7th March 1955 and any dues to the labour will be recovered from his bill as fixed by the officer in charge of the work.
12. The bidder alone is responsible for the safety of his labourers and damages, if any payable under "Workmen's Compensation Act" will be to his debit.
13. It shall be the contract's responsibility to protect the public his employees against accident from any cause during execution of the work and he shall indemnify the MCC against any claims for injury to person or property resulting from any such, accident and he shall, were provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.

Signature of the Contractor

DIRECTOR

14. The work shall be completed in all respects and also at the rate of progress within the time limit and stipulations in the Form No. 83 Notice inviting tender, failing which the bidder is liable to be fined as stipulated in special condition No. 49.
15. **Defects, if any noticed within 36 months or defect liability period specified from the date of completion of the work will be got rectified by the bidder, in default of which this will be attended by the department and the cost made good from the bidder.**
16. The bidder shall be responsible for the payment of GST as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied. Sales tax agricultural income tax and income tax due to Government from the bidder will be recovered from his bill for the work as per the advise of the authorities concerned.
17. The bidder agrees that before final payment shall be made on the contract, he will sign and deliver to the Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out or connected with the contract Provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. The tender notice and Form No. 83 notice inviting tender shall form part of the Agreement.
18. The date fixed by the Director, Malabar Cancer Centre for the commencement and completion of works as entered in this agreement shall be strictly observed by the bidder who shall pay damages.
If the contractor fails to maintain the required progress as per conditions of contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay to the employer as liquidated damages an amount calculated @ 0.5% (zero point five percent) of the contract price of the work for every week of delay subjected the maximum of 10% of the contract price. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the government. In case, the contractor does not achieve a particular milestone mentioned in the conditions of contract or the rescheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time..
19. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating the tenders keeping only the earnest money of the first three lowest bidders the earnest money of the remaining two unsuccessful bidders will be refunded after approval of tender and execution of agreement.
20. All other conditions and specifications of contract are the same as those in the P.W. department.
21. The method of measurements will be as per Indian standards
22. The bidder must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of budget provision and allotment of funds made with the Director under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the related settlement of bills. No such claims shall be admitted by the MCC. All the other conditions apart from the above mentioned will have to be considered as based on the Revised PWD manual 2012 with effect from 01.02.2012.
23. **All statutory fees required to get approval from the concerned authorities will be borne by the Employer**

SPECIAL CONDITIONS FOR KGST AS PER THE KERALA

FINANCE ACT. 2008

In case of civil works awarded by the MCC deduct prevailing KGST/CGST of the gross amount of each running bill payable for the bidders every time.

The GST amount will be retained by the concerned officers of MCC when the bill for the work is passes for payment and the amount so retained shall be credited to the sales Tax Department.

Special Conditions..... (1)

Bills shall be submitted in accordance with the form supplied by the Director, Malabar Cancer Centre and the rates at which the value of the work calculated shall be as those entered in the attached BOQ of rates. The allow for a guarantee fund of 2.5 percent (2.5%) of executed amount upto 2 crore, for all payments to the bidder recovery is to be made by the Director, Malabar Cancer Centre, at the time of payment. This guarantee fund of retention money shall be made in favour of the Director, Malabar Cancer Centre subject to the condition that if recoveries are to be made for such amount, which become due to Malabar Cancer Centre it will be recovered from the deposits.

The retention amount of 2.5% of bill amount shall be deducted from the each bill of the work. Additional retention money on the basis of the revision of probable amount of contract and it shall be deducted from the bill in which such additional claim in excess of the original probable amount of contract is passed and paid. But the amount so held as retention as per clause (1) shall not at any time exceed 10 % of the contract amount subject to the condition that the maximum amount of total security The retention amount which is held as additional security will be released by the officer competent of making payment of the work to the satisfaction of the tendering authority and finally taken over the Government and shall retain only such amount as he may consider necessary to be recovered as the liabilities if any of the bidder. The maximum period of retaining the security deposit is 28 days after completion of the defect liability period from the date of completion of the work.

In addition to Performance Guarantee, Security Deposit for a work shall be collected by deduction from the running/final bill of the contractors @ 2.5% of the gross amount of each running and/or final claims till expiry of defect liability period.

~~SPECIAL CONDITION TOWARDS CONSTRUCTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD~~

~~1 percent (one percent) the bill amount including cost of departmental materials and hire charges of departmental tools and plant will be recovered towards the construction of Kerala construction workers welfare fund be and as Kerala construction welfare fund scheme 1990. This amount shall be remitted to K.C.W.W.F. by the Director within 15 days on the payment to the bidder.~~

FORM OF DECLARATION

1. I, hereby declare that none of my relations as per the list given in section, 6 and Schedule I-A of the Companies Act, 1956 is in charge of the above work or are having control over it.
2. I, hereby distinctly and expressly declare and acknowledge that I have read the Central PWD specifications, Madras detailed standard specifications and the preliminary specifications therein.

Note: - If the bidder is found at any stage to have suppressed any information required, his earnest money for the work is liable to be forfeited and the bidder entered into, will stand cancelled.

PART I - GENERAL

1. The rates tendered by a Bidder for the work shall include the cost of :

Signature of the Contractor

DIRECTOR

- a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
 - b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the MCC Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
 - c) Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
2. The Bidder shall be bound to bear the expense of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
 3. The Bidder shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
 4. The Bidder should state whether he has all the plant necessary for execution of the work. If the opinion of the Director, Bidder's own plant is neither sufficient nor suitable for the proper execution of the work, the MCC may supply other available plant and recover reasonable hire for the same. The Director's decision in the matter shall be final and binding on the Bidder.
 5. The Bidder shall bear the running expenses inclusive of pay of the staff attached to such plant and cost of repairs of all Government plant while in his possession on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.
 6. All materials and plant that are to be made over to the Bidder by the Department shall be handed over to him at General stores and the charges for their handling, loading and unloading and conveyance to and from for the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.
 7. Unless otherwise specifically provide for in the contract, the Bidder shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
 8. The Bidder shall be responsible to see that the level or the other pegs, profiles, bench, marks masonry pillars or other marks set up by the MCC for guidance in the execution of the work are not disturbed, removed or destroyed, they will be replaced by the MCC at the cost of Bidder.

TECHNICAL SPECIFICATION OF HORIZONTAL TYPE BED HEAD UNIT

1.0 General

1.1 MCC is coming up with new Operation theatres with post operative ward. Horizontal type bed head unit with provision for electrical power point, Medical gas outlets (Oxygen, suction & Air), Data sockets monitor stand, IV stand shall be provided with bed head unit. Since the recovery/post operative ward has 3 nos window openings of size 4.80m, it should be closed for fixing bed head unit up to a height of 50 cm with AAC Block/Aerocon band /V-Panel board of 50mm minimum thickness and neatly finished with matching finish.

2.0 Bed head unit Specifications

Sl No.	Description of work	Requirement
1	The bed head units must be designed to facilitate installation and maintenance. It should be made of High Strength Anodised Aluminium Profiles with railing and the gap between the Bed head unit should be provided with same Anodised Aluminium Profiles and have the following features and Should be powder coated as per the customer's choice.	
2	The panel should be designed to have provision to accommodate the following	
1.0	Gas Outlets -1 no of Oxygen outlet, ISO 9170:1990 and BS 5682:1992 compatible	02/unit
2.0	1 No of Air Outlet BS Compatible	01/unit
3.0	1 no of Medical Vacuum outlet, ISO 9170:1990 and BS 5682:1992 compatible	01/unit
4.0	Electrical Sockets / Switches-at least 10 nos. with individual switches	10 Nos/unit
5.0	Data Socket-RJ 45-01 no	1No/unit
6.0	Should be supplied with monitor mounting solution	1 No/unit
7.0	Should be supplied with IV Stand option	1 No/unit
8.0	Should be supplied with ward vacuum unit clamp.	1 No/unit
9.0	Syringe pole	1 No/unit
10.0	Monitor tray	1 No/unit
3	Oxygen Flow meter & Humidifier Bottle -Supply, installation, testing and commissioning of Back Pressure Compensated (BPC) flow meter as per Gas specification. Back Pressure Compensated Flow meter shall be of accurate gas flow measurement and control within a range of 0-13 lines per minute for use in a variety of respiratory therapy gas delivery system. The flow tube and shroud components shall be made of good quality plastic. They shall be supplied with plastic transparent reusable humidifier bottle.	11 Nos
4	The vacuum unit shall include vacuum regulator along with 0-760 mm of Hg vacuum gauge of 2 ½" size dial, 600 ml capacity reusable plastic collection bottle with Overflow safety trap with plastic slide wall mounted type.	11 Nos

Signature of the Contractor

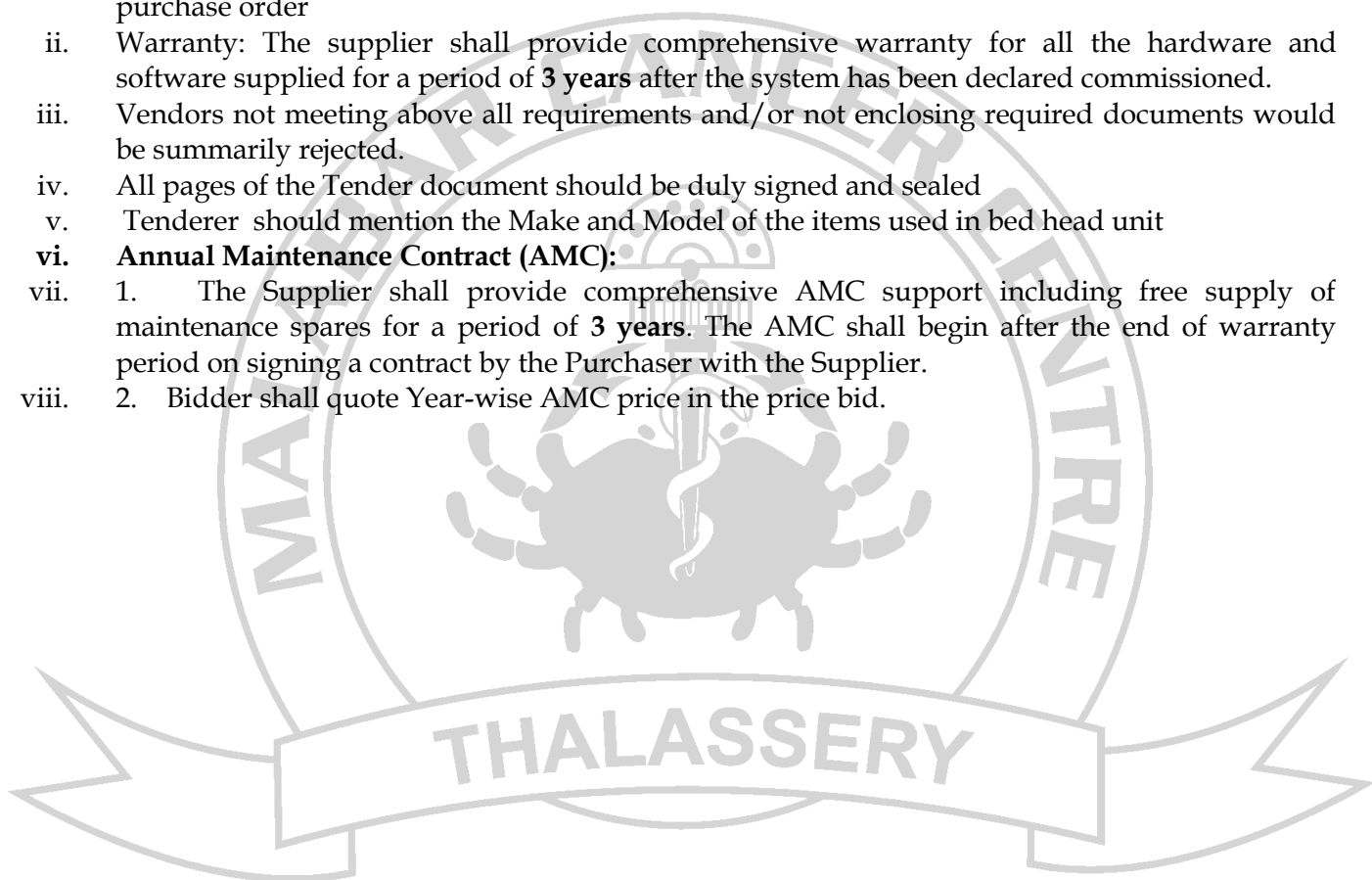
DIRECTOR

5	Medical air 4 Bar - Supply, installation, testing and commissioning of compressed air terminal outlet BS standard outlet : Designed as per HTM 2022 Twist the color handle to the right and take off the dust cap Insert 4t the secondary equipment and the gas starts flowing. A stop valve has to provide at the base of each out let valve for easy maintenance	11 Nos
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Vendor should give Separate compliance statement in Company letter Head for all the Features mentioned point wise and mention the deviation of any. Offer of the Vendors not meeting any of the features listed above will be rejected.

SPECIAL CONDITION OF THE CONTRACT

- i. Delivery: The bed head unit shall be delivered at MCC within 2 weeks from the date of purchase order
- ii. Warranty: The supplier shall provide comprehensive warranty for all the hardware and software supplied for a period of **3 years** after the system has been declared commissioned.
- iii. Vendors not meeting above all requirements and/or not enclosing required documents would be summarily rejected.
- iv. All pages of the Tender document should be duly signed and sealed
- v. Tenderer should mention the Make and Model of the items used in bed head unit
- vi. **Annual Maintenance Contract (AMC):**
- vii. 1. The Supplier shall provide comprehensive AMC support including free supply of maintenance spares for a period of **3 years**. The AMC shall begin after the end of warranty period on signing a contract by the Purchaser with the Supplier.
- viii. 2. Bidder shall quote Year-wise AMC price in the price bid.



**FORM OF TENDER
G.W.D. 84**

Name of Work: Supply ,Installation, Testing, & Commissioning of **Horizontal bed head unit**

Name of Bidder:

Address of Bidder:



Signature of the Contractor

DIRECTOR

FORM OF TENDER

Name of Work: Supply ,Installation, Testing, & Commissioning of **Horizontal bed head unit**

To
The Director,
Malabar Cancer Centre,
PO. Moozhikara,
Thalassery

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification for the above work and specifications and conditions of contract in force in Kerala P.W.D.
2. Copy of the electronically signed specifications signed is also enclosed.
3. I/We further agree to complete the whole work in 3 months from date of receipt of order to start work, and / or in the case of piece works, maintain the minimum rate or progress specified in the Tender Schedule.
4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
5. In consideration I/We being registered as a Bidder in the Kerala PWD/CPWD/BSNL and invited to tender, I/We agree to keep the tender open for acceptance days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government/MCC.
6. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work. A sum of Rs. is remitted on line as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to MCC.

OR

If after tender is accepted, I/We fail to execute the agreement as provided in clause 13 of tender notifications or to commence the execution of the work as provided in the conditions. I/We agree that the MCC shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the MCC by the retender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Acc:

- i. Tender Schedule (submitted with Financial Bid) :
- ii. Earnest Money 2.5% of Estimate P.A.C.
- iii. Signed copy of specification:
- iv. Signed copy of plan :

Nationality:

Full Name of Bidder:

Place of Residence:

Signature of the Contractor

DIRECTOR

ANNEXURE 'E'
PRE-QUALIFICATION DOCUMENT
 PRE-QUALIFICATION TENDER DOCUMENT

Name of Work: Supply ,Installation, Testing, & Commissioning of **Horizontal bed head unit**

1. INTRODUCTION

Bids for contract or Pre-qualification are invited for a project, which included the construction / reconstruction / Building. The details of contract together with their estimate cost are given in section 4 hereunder. General Bidders backed up by the specialist subcontractors or alternatively Joint ventures of consortium, who wish to bid for the work, should apply for Pre- qualification in the manner set out in these documents.

EMPLOYER

2.0 The Director, Malabar Cancer Centre,
 Address: Thalassery, PO Moozhikkara

Telephone: 0490 2355881, 2355981

3.0 ENGINEER

Engineer, Malabar Cancer Centre, Name:

Address: Thalassery, PO Moozhikkara

Telephone: 0490 2355881, 2355981

DESCRIPTION OF WORK: as mentioned in the tender notice

4. **Publication of Tender Details in the Website:** - The pre-Qualification tenders will be published in the website. The bidders shall check the website regularly to confirm the status of Pre Qualifications bids submitted by them and to know the date of financial bid opening.
5. **Conditions of Contract** Conditions of contract will be as per standard prevailing in the Malabar Cancer Centre. The tender will have freedom, to offer alternative designs in the case of major bridges structures, where specifically indicated, within the conceptual framework. However, they will also have to submit a complete quotation on the basis of the official design. All designs and works will confirm to the Indian standards or other equivalent standards mentioned in the contract documents approved by the Engineer. The law governing the contract will be the Indian Law.
6. **Instructions to applicants**
 - a) A Bidder may be pre - qualified up to the remit of his pre - qualified capacity. Prequalification questionnaire completed in all respect shall be submitted on or before to the Engineer.
 - b) No costs incurred by Bidders in making this offer, in providing clarification on attending discussions, conferences or site visits, will not be reimbursed by the Employer or the Engineer. Incomplete offers are liable to be rejected.
 - c) The language for submission of bid should be English / Malayalam.
 - d) In the event of any firm wishing to withdraw from pre qualification, the firm must return the document with an explanation letter to the Engineer.
 - e) The enclosed schedules should be filled in completely and all questions should be answered. If any particulars query is not relevant, it should be stated not applicable.

- f) If the offer is submitted by a Bidder backed up by specialized sub contractors, the Bidder and each of the sub contractors should fill in all the schedules completed. The main Bidder should be clearly identified and the extent of responsibility of each of the sub contractors should be defined.
- g) Financial rate, project value of work etc. should be given in equivalent Indian Rupees only.
- h) For any clarification the Engineer, MCC may be contacted by appointment.
- i) If the application is made by a firm in partnership, it should be signed by all the partners of the firm, above their full name and current address, or by a partner holding power of attorney for the firm by signing the application in which case a certified copy of the power of attorney shall accompany the application, A certified copy of the partnership deed, current address of the firm and the full name and current address of all the partners of the firm shall also accompany the application.
- j) If the application is made by a limited company or a Ltd corporation, it shall be signed duly by authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application of such Ltd. Company or Corporation will be required to furnish satisfactory evidence of its existences before the contract is awarded.
- k) If the application is made by a group of firm, it shall be accompanied by a document signed by all parties to joint venture / consortium confirmed therein a clear and definite manner the proposed administrative arrangements for the management and execution of the Bidder, the definition of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture. and an undertaking that the several parties of jointly and severally liable to the Employer for the performance of each of the parties to the joint venture on works at a similar nature within the past five years, current works on hand and other contractual commitments.
- l) To be eligible for award of contract, bidders shall provide evidence satisfactory to the Employer, notwithstanding any previously conducted prequalification of potential bidders, of their capability and adequacy of resources affectively to carry out the subject contract. To this and all bids submitted shall include the following information
- (a) Copies of original documents defining the constitution of legal status, place of registration and principal place of business of the company of firm or partnership or, if a joint venture of each party there to constituting the Bidder.
- (b) Where the Bidder is a joint venture of two or more firms a statement signed by all parties to the joint venture of the proposed Administrative arrangements to the management and execution of the contract, the duties responsibilities, and scope of works to be undertaken by each party, the authorized representative of the joint venture, with an undertaking that the several parties are jointly and severally liable to the Employer for the performance of contract.
- (c) Details of the experience and past performance of the Bidder for the each party to a joint venture of works of similar nature within a past five years, and details of current work in hand and other contractual commitments.
- (d) Major item of construction equipment of key personnel proposed for use in carrying out the contract in the form at prescribed in schedule
- (e) The qualification and experience of key personnel proposed for administration and execution of the contract both on and off site in the form at prescribed in schedule

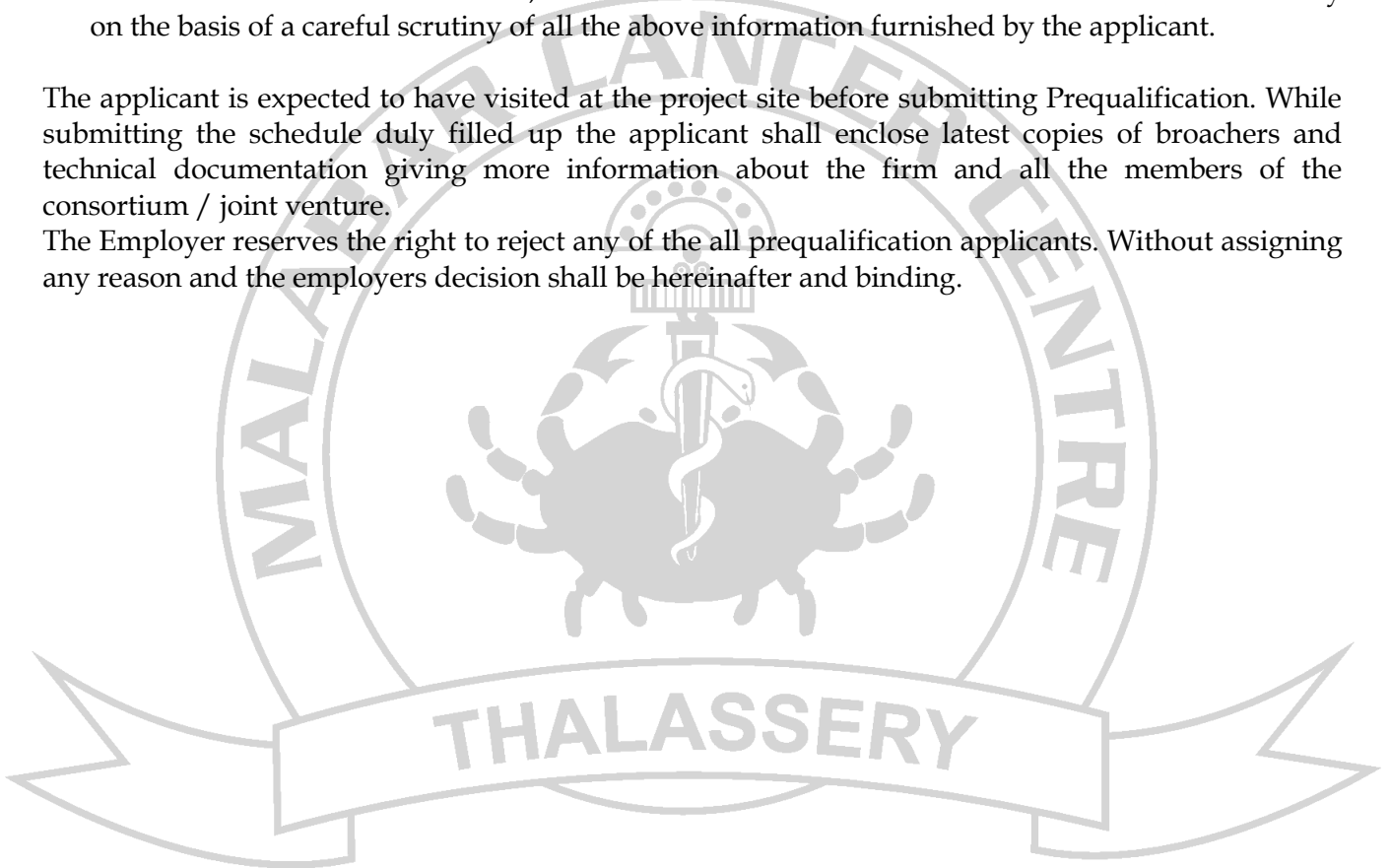
(f) Proposal for sub- contracting elements of the works amounting to more than 10% of the tender amount for each element the listed in Schedule.

(g) Reports on the financial standing of the tenderer of such party to joint ventures including profit and loss statements balance sheets and auditor's for the past five years, on estimate financial projection for the next two years and on authority form the Bidder (or authorized representative of a joint venture, to seek reference from the Bidder bankers.

(h) Information regarding any current litigation in which the Bidder is involved. The information furnished must be sufficient to show that the application (along with all parties to consortium/ joint venture, having already earlier carried but satisfactorily work of similar size, nature and complicity. The applicant's attention is explicitly drawn to the that even after pre-qualification of potential bidders has already been carried out all tenders shall included statement of the chance that may have occurred single prequalification with particular reference to the various items listed above and that furthermore, contract work shall be awarded to the successful Bidder only on the basis of a careful scrutiny of all the above information furnished by the applicant.

The applicant is expected to have visited at the project site before submitting Prequalification. While submitting the schedule duly filled up the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members of the consortium / joint venture.

The Employer reserves the right to reject any of the all prequalification applicants. Without assigning any reason and the employers decision shall be hereinafter and binding.



PRE- QUALIFICATION APPLICATION

Contact No:

Name of Work: Supply ,Installation, Testing, & Commissioning of **Horizontal bed head unit**
To
The Director,
Malabar cancer Centre,
PO moozhikkara,
Thalassery

Dear Sir,

Having examined the pre-qualification documents including scope of works and time frame of construction, I / We hereby submit all the necessary information and relevant documents for prequalification me / us for bidding for the above mentioned work.

The application is made by me on behalf of (group of firms) in the
..... capacity of
..... duly authorised to submit the offer.

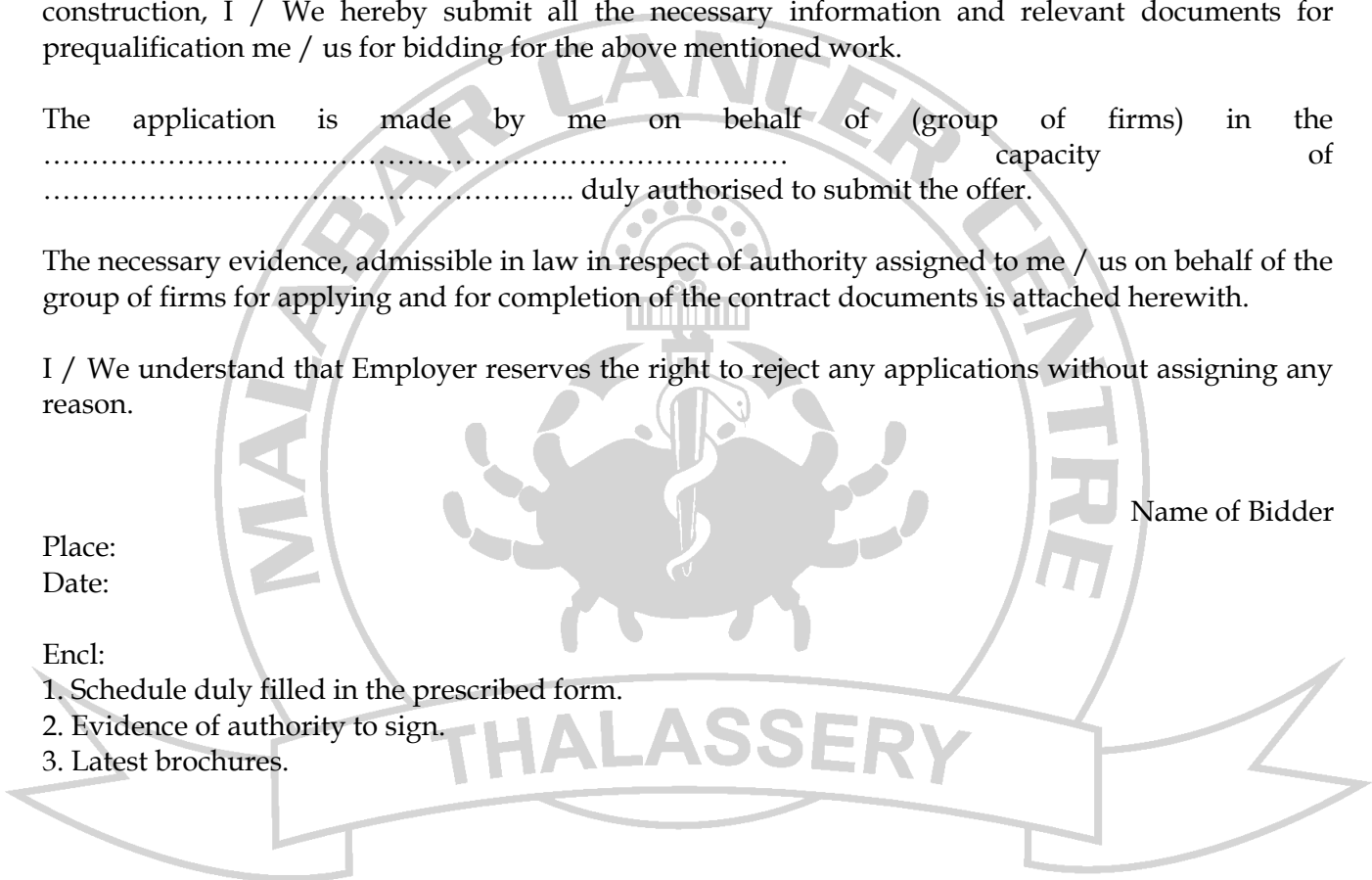
The necessary evidence, admissible in law in respect of authority assigned to me / us on behalf of the group of firms for applying and for completion of the contract documents is attached herewith.

I / We understand that Employer reserves the right to reject any applications without assigning any reason.

Place:
Date:

Name of Bidder

- Encl:
1. Schedule duly filled in the prescribed form.
 2. Evidence of authority to sign.
 3. Latest brochures.



STRUCTURE AND ORGANISATION
SCHEDULE - A (To be given separately in the format)

<ol style="list-style-type: none"> 1. Name of Company who is major Partner and is leading the joint Venture / consortium Address Telephone Telex 2. Description of Company (eg. General Civil Engg. Bidder, supplier of equipment etc. 3. Registration and Classification with the PWD in Kerala 4. Name and address of bankers 5. No. of years of experience as a General Bidder : In own country Internationally 6. No. of years of experience as a Sub Contractor: In own country Internationally 7. Name and address of partners or associated companies to the involved in the project and whether parent/subsidiary/other 8. Name and address of the companies who will be involved in the construction of various items of civil works, namely <ol style="list-style-type: none"> a) Pre-construction soil investigation b) Earth Work c) Flexible pavement involving items such as granular, sub base wet mix macadam ;water bound macadam, dense bituminous macadam asphaltic concrete, open graded premix carpet, mix seal surfacing etc. d) Minor bridges/culverts with Protection works e) Supply and installation of Roads signs pavement markings f) Miscellaneous works 9. Name and address of companies who will be involved in <ol style="list-style-type: none"> a) Supply and installation of signal system if any, b) Electrical installation etc. 10. Attach and organization chart showing the structure of the company including names and position of Directors and key Personals: 	
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Note: Particulars of 2, 3,4,5,6,7,8,9 & 10 above should be separately for each partner of Joint venture /Consortium.

Signature of the Contractor

DIRECTOR

SCHEDULE - B - FINANCIAL STATEMENT

(To be given separately for each partner of Joint Venture / Consortium)

1. Name of firm (Partner in case of Joint Venture / Consortium) :

2. Capital
 - a) Authorized :
 - b) Issued and Paid up :

3. Attach audited balance sheets and profit And loss statements for the past 5 years :

4. Financial position (Exact amount in Rupees to be stated)
 - a) Cash :
 - b) Current assets :
 - c) Current liabilities :
 - d) Working capital :
 - e) Net worth :

5. Total Liabilities
 - a) Current ratio : Current assets to current liabilities
 - b) Acid test ratio : Cash, temporary investment held in lieu of cash and current revivable to current liabilities.
 - c) Total liabilities to new worth :

Note: Information asked against each item to be carefully filled in. More reference to balance sheet in reply to above point is not acceptable.

6. Annual value of construction works, undertaken for each of the last five years and project for

Year	Current	One Year Before	Two year before	Three year before	Four year before	Five year before
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Home

Abroad

7. Net profit before tax :
- a) Current period :
- b) During the last financial Year :
- c) During each of the four previous financial year :

The profit and loss statement have been certified through by

8. Applicant's financial arrangements for the proposed Work (Exact amount in rupees to be mentioned) :

- a) Own Resources : Rs.
- b) Bank Credit : Rs.
- c) Others (Specify) : Rs.

9. Certificate of financial soundness from bankers of Applicants together with their full address :

10. Approximate value of works in hand : Rs.

11. Value of anticipated orders for next financial year: Rs.

- Home :
- Abroad :

Note: Details of items 10 & 11 are to be given in Schedule 'E' experience.

Signature of the Contractor

DIRECTOR

Schedule C - DETAILS OF PERSONNEL WITH THE APPLICANT**Name of Applicant:** _____

1.	Project Manager	
2.	Works Manager (Main Civil Works)	
3.	No.of Engineering Graduates	
	a) Design	
	b) Construction supervision	
4.	No. of Administrative Graduates	
5.	No. of skilled employees	
6.	No.of unskilled employees	
7.	Please indicate whether design, wherever required as per condition of bid, will be carried out in-house or with the help of consultants. If in house, please indicate the details of design carried out over the past five years. If to be done by back up consultants, please give the data such as name of company key personnel and professional qualifications, present position, total experience, number of Engg. Staff under each category of specialization and details of work excavated	
8.	For item at Sl. No. 1 to 6 data area necessary for each partner of venture / Consortium. In the case of Personnel at Sl. No. 1 and 2 Please give name, qualification present Posting professional experience and linguistic ability relevant to the project.	

*Signature of the Contractor**DIRECTOR*

NOTICE FOR SPECIAL ATTENTION

THE EMD AND COST OF TENDER SCHEDULE HAS TO BE PAID THE GOVERNMENT HAS ISSUED INSTRUCTIONS REGARDING PAYMENT FOR TENDER SYSTEM VIA. G.O (MS) NO. 11/2013/ITD, DATED 10.04.2013

THE CONTRACTOR MUST PRODUCE THE FOLLOWING DOCUMENTS IN THIS OFFICE BOTH PHYSICALLY BEFORE THE OPENING OF THE TENDER OTHERWISE TENDER WILL BE STRICTLY REJECTED WITHOUT ANY NOTICE.

- 1) EXPERIENCE CERTIFICATE
- 2) PRILIMINARY AGREEMENT

EXPERIENCE CERTIFICATE OF AT LEAST ONE WORK OF SIMILAR NATURE COMPLETED WITHIN LAST 5 YEARS COSTING MORE THAN 40% OF THE ESTIMATED COST OF THE WORK TENDERED.

Special Conditions of Contract	Explanation
Defects Liability Period	36 Months
Date of Commencement:	Date of receipt of written order of award of the work and execution of agreement.
Time of completion	one (1) Months
Liquidated Damage at the rate of	0.5% of the contract value for each week of delay subject to a maximum of 10%
Submission of Tender	The Tenders should be submitted through www.mcc.kerala.gov.in
Mobilisation Advance:	No advance is allowed
Security deposit/ Retention money	SD-5% of the value of contract RM-2.5% of the bill value.
Release of Security Deposit after virtual completion	After 28 days from the date of completion of the defect liability period as certified by the Employer.
Release of Retention money	One month from the date of virtual completion of the work as certified by the Employer and handing over the work after completion.
Period for honouring bills	30 days from the date of submission

Signature of the Contractor

DIRECTOR

BILL OF QUANTITY

Sl No	Qty	Description	Unit	Rate in Figures	Rate in words	Amount
1.	11	Supply ,Installation, Testing, & Commissioning of Horizontal bed head unit with following 1. 2 No of Oxygen outlet, ISO 9170:1990 and BS 5682:1992 compatible 2. 1 No of Air Outlet 4 Bar BS Compatible 3. 1 no of Medical Vacuum outlet, ISO 9170:1990 and BS 5682:1992 compatible 4. Electrical 5/15A Sockets / Switches- 10 nos. with individual switches 5. Data Socket-RJ 45-01 no 6. Monitor mounting stand which should have withstanding capacity of 20KG 7. IV Stand option 8. Ward vacuum unit clamp. 9. Syringe pole 10. Monitor tray	System			
2	11	Oxygen Flow meter & Humidifier Bottle (as per technical specification)				
3	11	Ward Vacuum Units with flexible low pressure hose (as per technical specification)				
		Total				
<p>DECLARATION</p> <p>I here by agree to execute the above works as per the rate quoted above. I have read all the terms and conditions in the Quotation schedule and also admit unconditionally that if at any stage the above conditions are found to have been contravened, my bill will be forfeited and the contract entered in to the will stand cancelled</p>						
<p>Place:</p> <p>Signature of Tenderer:</p> <p>Date:</p> <p>Name :</p> <p>Address :.....</p>						