

**STATE DIGITAL HEALTH MISSION**  
*(Dept. of Health & Family Welfare, Govt. of Kerala)*  
**Vanchiyoor P.O, Thiruvananthapuram, Kerala - 695 035**

**e- TENDER DOCUMENT**  
*for*  
**Supply & Installation of**  
**ACRYLIC BOARDS**

**(TENDER NO: SDHM/ABDM/01/2024)**

*For details;*  
**[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) / [www.ehealth.kerala.gov.in](http://www.ehealth.kerala.gov.in)**

E-mail: [abdmkerala@gmail.com](mailto:abdmkerala@gmail.com)

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# INDEX

Sl. No.	DESCRIPTION		PAGE NO.
1.	SECTION – I	INTRODUCTION	2
2.	SECTION – II	SCOPE & DESCRIPTION OF CONTRACT	3
3.	SECTION – III	TENDER SCHEDULE	4
4.	SECTION – IV	DETAILS OF ITEMS TENDERED	5
5.	SECTION – V	SPECIFIC CONDITIONS OF CONTRACT	6
6.	SECTION – VI	GENERAL CONDITIONS OF CONTRACT	7
7.	APPENDIX - I	SCHEDULE OF REQUIREMENTS	26
8.	ANNEXURE – I	AGREEMENT	27
9.	ANNEXURE – II	CHECK LIST	28
10.	ANNEXURE – III	GENERAL INFORMATION OF THE TENDERER	29
11.	ANNEXURE – IV	OFFER FORM	30
12.	ANNEXURE – V	ANNUAL TURN OVER STATEMENT	31
13.	ANNEXURE – VI	DECLARATION FORM	32
14.	ANNEXURE – VII	AFFIDAVIT	33

## SECTION I

### INTRODUCTION

- 1.1. **The State Digital Health Mission – SDHM** (Tender Inviting Authority) is a fully owned Government of Kerala Society under Travancore Cochin Literary Scientific and Charitable Societies Registration Act (Act 12 of 1955), for providing eHealth Solutions to the various health care institutions under the Department of Family Welfare and Health.
- 1.2. This tender is a e-tender and only on-line bid submission is possible. The e-tender portal is designed by National Informatics Centre (NIC) and the support is provided by IT mission, Kerala. Lowest price is not the sole criteria for selecting the supplier. The two-bid system, which is followed, has been designed to eliminate those items which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply and install the items.

Looking forward for a long standing relation with you.

Best wishes,

**Sd/-**

Date: 24/01/2024

Mission Director, SDHM & Tender Inviting Authority

## SECTION II

### SCOPE & DESCRIPTION OF CONTRACT

#### 2.1 General Definitions

- 2.1.1 *Government* means Government of Kerala, represented by the Secretary to Health & Family Welfare, who is also the Chairman of the SDHM.
- 2.1.2 *Tender Inviting Authority* is the Mission Director of the SDHM, calls and finalize tenders and ensure supply and installation of the items procured under this tender document.
- 2.1.3 *User Institutions* are the departments, health care institutions etc under the Government of Kerala for which the items under this tender is procured.
- 2.1.4 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority/User Institution, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority/User Institution on account of such violations.

#### 2.2 Scope

- 2.2.1 The tenders are invited for the supply and installation of the Acrylic boards, the details of which are mentioned in Section IV, needed for the government institutions of Kerala on behalf of the Government of Kerala. The main objective is to obtain bulk discount through central procurement under this tender.
- 2.2.2 Item wise L1 shall be calculated/ finalized in this tender. Those who are qualified in the technical evaluation shall only be considered for price bid evaluation.
- 2.2.3 If the Tender Inviting Authority place orders for supply and installation of the items tenders during the contract period, the successful tenderer is bound to supply the item(s) at the same rates and under the same terms and conditions of this tender to various hospitals / Government institutions across Kerala.
- 2.2.4 The tenderer can withdraw at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with SDHM or without giving a one-month prior notice.

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**SECTION III**  
**TENDER SCHEDULE**

**3.1. Tender Details**

1.	Tender No.	SDHM/ABDM/01/2024
2.	Cost of tender Document	Rs 10,500/-(inclusive of 18% GST)
3.	Estimated Cost	Rs 59,00,000.00
4.	Earnest Money Deposit	Rs 59,000/-

**3.2.Important dates:**

Sl. No.	Particulars	Date and time
1.	Date of release of tender	<b>24.01.2024</b>
2.	Date of Pre-tender meeting	<b>11.00 am, 30.01.2024</b> Online meeting link shall publish in SDHM Website.
3.	Online tender submission <b>Start Date</b>	<b>04:00 pm, 24.01.2024</b>
4.	Online tender submission <b>End Date</b>	<b>05.00 pm, 14.02.2024</b>
6.	Date of online Technical bid opening	<b>04:00 pm, 17.02.2024</b>
7.	Date of opening of the price bid	To be informed to the qualified tenderers qualifying after technical evaluation

## SECTION IV

### DETAILS OF ITEMS TENDERED

#### 4.1 Items(s) tendered:

Sl.No	Description	Quantity (nos)
1.	Acrylic Board 3 x 2 ft, 4 mm with UV Printing Designing, Printing and affixing of Acrylic boards shall come under the scope of work. Printing Content shall be provided by SDHM.	1,300

Item wise bidders shall be finalized.

#### 4.2 Schedule of Requirements

The schedule of requirements showing the number of items in every location and the details of the locations are mentioned in Appendix I. Supply Quantity may vary between districts and user institutions.

**SECTION V**  
**SPECIFIC CONDITIONS OF CONTRACT**

**5.1 Time Limits prescribed.**

<b><u>Sl. No</u></b>	<b><u>Activity</u></b>	<b><u>Time Limit</u></b>
5.1.1.	<i>Installation &amp; Delivery period</i>	60 days from date of supply order
5.1.2.	<i>Payment Installments of Price of items and ratio</i>	100%
5.1.3.	<i>Time for making payments</i>	<i>Within 30 days from the date of submission of proper documents</i>
5.1.4.	<i>Minimum Average turnover for the last two completed financial years</i>	<i>Rs 1.18 Crores</i>
5.1.5	<i>Calculation of Liquidated damages</i>	<i>Installation date</i>
5.1.6	<i>Payment against</i>	<i>Installation</i>

**5.2.** The General Conditions of Contract (Section VI) uploaded in the e-portal, forms part of this tender document. All other conditions of the tender can be viewed in the General Conditions of Contract

## **SECTION VI**

### **GENERAL CONDITIONS OF CONTRACT**

#### **6. Contents of the Tender Document:**

This 'Tender Document' contains the following:

Introduction (Section I)

Scope and Description of Contract (Section II)

Tender Schedule (Section III)

Details of Items tendered (Section IV)

Specific Conditions of Contract (Section V)

General Conditions of Contract (Section VI)

Appendix- documents supplied by the tender inviting authority

Annexures–formats for submission of tenders by the tenderers

#### **6.1 Pre qualification of tenderers:**

- 6.1.1 Bidders who have a place of business in Kerala are only eligible to participate in this tender.
- 6.1.2 The bidder should be in the business of the supply and installation of same/ similar item for the last three calendar years with in Kerala. Documentary proof shall be submitted.
- 6.1.3 Bidders who submit all the necessary documents as prescribed for inclusion in the technical bid without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD.
- 6.1.4 The bidders who have an average annual turnover mentioned in clause 5.1.4 of Special Conditions of Contract (SCC) for the last two completed financial years. The bidders shall submit proof of the same (copy of audited accounts, balance sheet, annual report etc.)
- 6.1.5 Bidders who submit copy of IT returns filed for the last two years.
- 6.1.6 Bidders who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. (Affidavit as per format in Annexure XVIII should be submitted along with the technical bid)



- 6.1.7 Notwithstanding anything contained in any other clause in this tender document, or anything contained in any previous tender contract, agreement or any other legal document, firms / dealers / suppliers / manufacturers who had entered into a contract for supply of any items with SDHM during the years 2018 to 2023 shall not be eligible to participate in this tender in respect of the same / similar equipment if the said firms / dealers / suppliers / manufacturers had failed to execute at least 50% in any of the supply orders placed to them.
- 6.1.8 Firm/company who has withdrawn after participating in any of the previous tenders of SDHM are not eligible to participate in this tender.

## **6.2 Tender Document:**

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply and installation of the items tendered are contained in this “Tender Document”.
- 6.2.2 The tender document is to be downloaded from website [www.etender.kerala.gov.in](http://www.etender.kerala.gov.in). Tenderer shall submit Tender Document cost online in the e-tender portal & non- submission of sufficient Tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.
- 6.2.3 The online documents shall be submitted through the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Tenderers have to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu ‘downloads’
- 6.2.4 The general guidelines on e-tender process is as below;
- 6.2.4.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 6.2.4.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.
- 6.2.4.3 The online tender process comprises the stages viz. downloading the tender document, prebid meeting (as applicable to each tender), bid submission( technical cover and financial cover), opening of technical bid opening and bidder shortlisting and opening financial bids.
- 6.2.4.4 The blank price bid should be downloaded and saved on bidder’s computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

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

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

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

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

<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	KarurVysya Bank		
20	Kotak Bank		

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

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

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

- 6.2.4.7 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening
- 6.2.4.8 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

### **6.3 Responsibility of verification of contents of tender document:**

- 6.3.1 The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6, are contained in the 'Tender Document'.
- 6.3.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

### **6.4 Guidelines for preparation of Tender**

- 6.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and SDHM, Thiruvananthapuram, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The documents to be submitted online as mentioned in clause 6.17.
- 6.4.2 In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected.
- 6.4.3 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 Tender shall submit a declaration letter as per the format given as Annexure X and copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 6.4.5 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.6 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority (**[www.ehealth.kerala.gov.in](http://www.ehealth.kerala.gov.in)**) However it shall be the duty of the prospective tenderer to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.4.7 Any clarification on the e-tender procedure shall be obtained from IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315.

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

- 6.5.1 Bidders while participating in online tenders published in Government of Kerala's e-procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in), should ensure the following:

6.5.1.1 **Single transactions for remitting tender document fee & EMD.** Bidders should ensure that the tender document fees and EMD are remitted on single transactions and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions. Bidders who are eligible for EMD exemption stipulated vide clause 6.7.3 shall not remit Tender document cost.

6.5.1.2 The tender document fees and EMD shall be paid through e-Payment facility provided by the e-Procurement system as detailed in clause 6.2.4.6.

6.5.2 The bids will not be considered for further processing if bidders fail to comply on clauses above and tender fees and EMD will be reversed to the account from which it was received.

## **6.6 Tender Document Cost**

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

6.6.2 Tenderers shall pay tender document cost as per the instructions provided in clause 6.5.

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

6.7.1 In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) rounded to 1% of the estimated cost of the items tendered is adopted.

6.7.2 Tenderer shall submit EMD online in the e-tender portal & non-submission of sufficient EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.7.3 State Public Sector undertakings and MSMEs registered in the State or registered outside the state satisfying the policy of Government of India are exempted from remittance of tender document cost and EMD subject to the submission of valid documents, provided all the offered products are manufactured by them.

6.7.4 None of the bidders other than those specified in clause 6.7.3, are exempted from the remittance of EMD, in any case.

6.7.5 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.

6.7.6 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.

6.7.7 No interest will be paid for the EMD submitted.

6.7.8 The EMD will be forfeited, if a tenderer;

6.7.8.1 misrepresents facts or submit fabricated / forged / tempered / altered / manipulated documents during verification of tender process.

6.7.8.2 withdraws its bid after the opening of technical bid;

6.7.8.3 a successful tenderer, fails to sign the contract after issuance of Letter of Intent

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

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

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

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

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

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

6.10.1 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.

6.10.2 Acceptance of Letter of Intent is deemed acceptance of the contract for the supply and installation of the items tendered, by the successful tenderer. The successful tenderer upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

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

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

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer in the event the firm deviates from the agreed terms and conditions.

## **6.12 Notices**

- 6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process;
- 6.12.1.1 The tender notices, documents, corrigendum, addendum etc if any.
  - 6.12.1.2 Amendments to the tender conditions, if any, especially after the pre-tender meeting.
  - 6.12.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
  - 6.12.1.4 Final List of technically qualified bidders.
  - 6.12.1.5 Summary of Online price bid opening
- 6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **6.13 Other terms and Conditions**

- 6.13.1 All the terms and conditions in Section IV shall be complied with.
- 6.13.2 Technical Specifications and Standards:- The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in Section IV of this document.
- 6.13.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, CGST, SGST, IGST etc.
- 6.13.4 If the customs duty, CGST, SGST and IGST are left blank, then it will be considered as zero (inclusive in the basic price) or not applicable and BOQ will be considered for evaluation.
- 6.13.5 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

## **6.14 Tendering System**

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

- 6.14.2 PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal (as mentioned in 6.17). The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer and delivery.
- 6.14.3 PART II titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 6.14.4 Tenderers who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Tenderers can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.
- 6.14.5 The tenderer shall enroll and register in the e-tender portal. The tenderer shall issue DSC to only the responsible person who is authorized to submit online bids.
- 6.14.6 The tenderers who do not submit the technical bid(part B) which reaches beyond the stipulated date and time will be treated non-responsive.
- 6.14.7 If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offer's misplacement and consequential rejection.

## **6.15 Pre Tender Meeting**

- 6.15.1 A pre-tender meeting will be convened to clarify the doubts of the prospective tenders. SDHM may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.15.2 Date of pre-tender meeting is mentioned in Section III.
- 6.15.3 Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.
- 6.15.4 It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.
- 6.15.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the tender document on the basis of expert advice.



6.15.6 Failure to attend the Pre-tender meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

6.15.7 Filled up Tenders will be accepted only after the date of pretender meeting.

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

6.16.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

6.16.2 The amendments shall be published in e-tender portal, and the tender shall submit copy of amendments published if any shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

6.16.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

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

6.17.1 Tender Document cost

6.17.2 Earnest Money Deposit

6.17.3 General information about the tenderer as per Annexure III.

6.17.4 Annual turnover statement for last two years certified by the auditor as per Annexure V.

6.17.5 Offer form as per the Annexure IV in tender document.

6.17.6 Declaration Letter as per Annexure VI and copy of amendments if any duly signed in all pages by the tenderer or the authorized signatory.

6.17.7 Price Bid format as per the format available in e tender portal.

6.17.8 Documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.

6.17.9 Audited copies of the P& L Accounts, Balance Sheet for the two three completed years certified by the auditors.

6.17.10 Copy of IT returns filed for the last two completed years.

6.17.11 The documents such as supply orders from the user institutions showing that the tenderer having previous experience in the business of the supply and installation of the same/similar item.

## **6.18 Opening of Tender**

- 6.18.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 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.
- 6.18.4 In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid.

## **6.19 Evaluation of tender**

### **6.19.1 Bid Evaluation Committee:**

- 6.19.1.1 The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.
- 6.19.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.
- 6.19.1.3 The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

## **6.20 Clarification of Bids**

- 6.20.1 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.

6.20.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

## 6.21 Price Bids

6.21.1 The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation.

6.21.2 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

6.21.3 Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

6.21.4 Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation and successful commissioning of the items.

6.21.5 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.

6.21.6 Price variation due to statutory changes including CGST, SGST, IGST & customs duty will be accepted during the contract period before releasing the Letter of Intent/supply order on receipt of proper documents.

6.21.7 There shall also be no hidden costs.

6.21.8 Tenderer shall quote prices in all necessary fields in the available format. All white/blue areas of the BOQ file shall be filled up. The grey areas of the BOQ file shall not be edited. The price shall be entered separately in the following manner:

6.21.8.1 **Basic Price:** The price of the item, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.

6.21.8.2 CGST/IGST/SGST shall be quoted in this column in numeric values and in Rupees (If the field is left blank, value will be taken as zero).

6.21.8.3 The total amount will be calculated automatically and will be taken for evaluation and bid ranking.

## **6.22 Award of Contract**

- 6.22.1 Criteria:- The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids, i.e. after price bid opening.
- 6.22.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of items mentioned under cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 6.22.3 The immediate quantity mentioned in the tender will be considered for initial award of contract. However, if the requirement is more than the immediate quantity at the time of award of contract, then the quantity will be enhanced accordingly. The total quantity mentioned may be procured within the contract period. The Tender Inviting Authority shall not be held responsible if orders were not received for the total tender quantity.

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

- 6.23.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.
- 6.23.2 The successful tenderer, upon receipt of the LOI, shall submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
- 6.23.3 The Notification of Award shall constitute the conclusion of the Contract.

## **6.24 Signing of Contract**

- 6.24.1 The successful tender shall execute an agreement in the format as given under Annexure I for ensuring satisfactory supply, installation, commissioning.
- 6.24.2 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return the submit two copies of the contract (as per agreement Annexure I) with a duplicate copy, both on Rs 200/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.
- 6.24.3 Assignment:-The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.24.4 Sub Contracts:- The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.

## **6.25 Delivery and Installation**

6.25.1 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. It shall be ensured that the ordered items arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

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

6.25.3 The successful tenderer is required to deliver the items and install the items at the site within time specified under cl 5.1. from the date of issue of the 'Supply Order' to the satisfaction of the institution head or his/her representative and obtain an 'Installation Certificate' duly signed and with proper stamp of the institution concerned.

6.25.4 The installation report shall be submitted and shall be submitted individually for each installation.

## **6.26 Payment**

6.26.1 The payment of the price agreed will be made within thirty days from the date of submission of required documents as mentioned in tender clause 5.1.

6.26.1.1 100% by Tender Inviting Authority:

The payment of the agreed price will be released by the Tender Inviting Authority after installation of the items ordered with its all necessary accessories at the user institution specified in the supply order, on submission of Installation Certificates.

6.26.2 The successful tenderer shall not claim any interest on payments under the contract.

- 6.26.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at rates as notified from time to time.
- 6.26.4 The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective User Institutions/Tender Inviting Authority.
- 6.26.5 The Tender Inviting Authority shall relax its conditions of payment in two installments on submission of requisite documents in the following two exigencies;
- 6.26.6 If the successful tenderers shall submit in writing in case the site is not ready or any other impediment they face in respect of the satisfactory installation of any of the items in any of the user institution owing to any reason other than his own at the first instance of encountering such impediments.
- 6.26.7 In case any difficulty is experienced by the successful tenderer in obtaining the installation certificate from any of the User Institution after the installation of the items, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

## **6.27 Corrupt or Fraudulent Practices**

- 6.27.1 It is required by all concerned namely the User Institution/ Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:
- 6.27.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 6.27.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;
- 6.27.4 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.27.5 No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

## **6.28 Force Majeure**

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

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

6.28.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

## **6.29 Resolution of disputes**

6.29.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.29.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority/User Institution or the successful tenderer may give notice to the other party of its

intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.29.3 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary/ Secretary to Health, Govt. of Kerala whose decision shall be final.

6.29.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

### **6.30 Applicable Law & Jurisdiction of Courts**

6.30.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.30.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thiruvananthapuram.

### **6.31 General/ Miscellaneous Clauses**

6.31.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.31.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.31.3 The Successful tenderer shall notify the Tender Inviting Authority/User Institution /the Government of India of any material change would impact on performance of its obligations under this Contract.

6.31.4 Each member/constituent of the Successful tenderer(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.31.5 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of Kerala against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.

6.31.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

### **6.32 Penalties for non-performance**

6.32.1 The penalties to be imposed, at any stage, under this tender are;

6.32.1.1 imposition of liquidated damages,

6.32.1.2 forfeiture of EMD



- 6.32.1.3 termination of the contract
- 6.32.1.4 blacklisting/debarring of the tenderer
- 6.32.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the tenderer.
- 6.32.3 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD or leading to black-listing/ debarring .
- 6.32.4 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:
- 6.32.5 Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the items to be supplied per week of delay or part thereof on delayed supply of items until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.
- 6.32.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipment from such tenderers.
- 6.32.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

### **6.33 Termination of Contract**

- 6.33.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

- 6.33.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.33.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful tenderer shall continue to perform the contract to the extent not terminated.
- 6.33.4 Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.
- 6.33.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate interalia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 6.33.6 Further details could be obtained from the office of the Mission Director of SDHM during office hours at 0471-2945600.

#### **6.34 Fall Clause**

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

Sd/-

State Mission Director, SDHM & (Tender Inviting Authority)

## APPENDIX: I

### Schedule of Requirements

*(Order quantity may vary between districts and user institutions limiting to total tendered quantity)*

Sl.No	Item Details	Acrylic Board
1	Thiruvananthapuram	150
2	Kollam	50
3	Pathanamthitta	50
4	Alappuzha	100
5	Kottayam	100
6	Idukki	50
7	Ernakulam	120
8	Trissur	100
9	Malappuram	100
10	Palakkad	70
11	Kozhikode	120
12	Wayanad	100
13	Kannur	100
14	Kasargode	100

## Annexure I

### AGREEMENT

THIS AGREEMENT made the..... Day of ..... 20..... Between.....(Name and Address of **Purchaser**) represented by the Director..... (Hereinafter “the **Purchaser**”) of one part and ..... (Name and Address of Supplier) .....(Hereinafter “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited tenders for the supply of ..... (brief description of goods and services vide tender no .....dated .....The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the tender document. The **Purchaser** has finalized the tender in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs. .... (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. ....dated .....

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - a. all the documents submitted by the tenderer as part of technical bid and price bid;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications and other quality parameters;
  - d. the clarifications and amendments issued / received as part of the tender document
  - e. the General Conditions of Contract;
  - f. the Specific Conditions of Contract; and
  - g. the **Purchaser**'s Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

#### BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. No.	Brief Description of goods	Quantity to be supplied	Unit Price	Total Amount (3 x 4)	Other Taxes Payable
1	2	3	4	5	6

**Total Value: 5 + 6**

#### Delivery Schedule:

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the **Purchaser**) in the presence of ..... Signed, Sealed and Delivered by the said ..... (For the Supplier) (Signature, Name, Designation and Address with Office seal) in the presence of .....

1. (Signature, Name and Address of witness)
2. (Signature, Name and Address of witness)

**CHECK LIST**

<b>Name of the Tenderer:</b>		
<b>Sl. No</b>	<b>Item</b>	<b>Whether included Yes / No</b>
1	Check list as per <b>Annexure II</b>	
2	General Information about the tenderer as per <b>Annexure III</b>	
3	Documents proving the registration of the place of business and showing the details of partners / promoters / board of directors etc. (as applicable for the type of firm it is registered.) a. Memorandum of Association and Articles of Association / Incorporation Certificate. b. Proprietary Registration Certificate c. Partnership deed. d. Society Registration Certificate.	
4	Audited copies of the P & L Accounts, Balance Sheet, annual report for the last two completed years certified by the auditors	
5	IT Returns for the last two completed years –	
6	Annual turnover Statement for last two years certified by the auditor as per <b>Annexure V</b>	
7	Offer form as per <b>Annexure IV</b>	
8	Purchase order copy of the similar work executed by Tenderer in the year <b>2021, 2022 &amp; 2023</b>	
9	Declaration as per <b>Annexure VI</b> signed & sealed by the tenderer or the authorized	
10	Affidavit as per <b>Annexure VII</b>	
11	Copy of Amendment published (if any) signed by the tenderer or the authorized signatory.	
12	Any other documents requested as per tender clause 6.17	

**STATE DIGITAL HEALTH MISSION**  
**GENERAL INFORMATION ABOUT THE TENDERER**

1	Name of the Tenderer			
	Registered address of the firm with GSTIN			
	State		District	
	Telephone No.		Fax	
	Email		Website	
<b>Contact Person Details</b>				
2	Name		Designation	
	Telephone No.		Mobile No.	
<b>Communication Address</b>				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
<b>Type of the Firm ( Please <math>\sqrt</math> relevant box)</b>				
4	Private Ltd.		Public Ltd.	
	Partnership		Society	
	Registration No. & Date of Registration.			
<b>Nature of Business ( Please <math>\sqrt</math> relevant box)</b>				
5	Original Equipment Manufacturer		Authorized Dealer /Representative	
	Direct Importer		Others, specify.	
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b>				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	
<b>Bank Details</b>				
7	Bank Account No.		IFSC Code	
	Bank Name & Address		Branch Name	
	Tel No		Email ID	
8	Whether any criminal case was registered against the company or any of its promoters in the past?			Yes / No
9	Other relevant Information provided * (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)			
Date:		Office Seal		Signature of the tenderer / Authorised signatory

STATE DIGITAL HEALTH MISSION

**OFFER FORM**

Having examined and accepting the conditions of the tender document no ..... we here by submit this offer for the supply & installation of ..... conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

Date:

Office seal

Signature of the tenderer/Authorized signatory

## ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s \_\_\_\_\_ for the past two years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2021-2022	
2	2022-2023	
<b>Total</b>		
<b>Average Turnover per year</b>		

Date:

Signature of Auditor/ Chartered Accountant  
(Name in Capital)

Seal:



**STATE DIGITAL HEALTH MISSION**  
**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 **SDHM/ABDM/.....**

**DATED** .....for supply of ..... invited by the  
State Digital Health Mission., Thiruvananthapuram 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 at ..... hereby 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 this .....Day of ....., 20.....

Name of the Applicant

.....

Signature of the Authorised Person

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Name of the Authorised Person