

15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 255

29-01-2024 - ൽ മറുപടിയ്ക്ക്

കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ

ചോദ്യം	ഉത്തരം
<p align="center">ശ്രീ. എൽദോസ് പി. കുന്നപ്പിള്ളിൽ</p>	<p align="center">ശ്രീമതി വീണാ ജോർജ്ജ് (ആരോഗ്യ- വനിത-ശിശുവികസന വകുപ്പ് മന്ത്രി)</p>
<p>(എ) കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ ലിമിറ്റഡ് വിവിധ സ്ഥാപനങ്ങളിൽ നിന്നും സാമഗ്രികൾ വാങ്ങുമ്പോൾ പാലിക്കേണ്ട നടപടിക്രമങ്ങൾ വിശദമാക്കാമോ; ഇത് സംബന്ധിച്ച നടപടിക്രമങ്ങളുടെ രേഖകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ;</p>	<p>(എ) സ്ഥാപനങ്ങളിൽ നിന്നും സാമഗ്രികൾ വാങ്ങുമ്പോൾ കോർപ്പറേഷനിലെ വിവിധ വിഭാഗങ്ങൾ സ്വീകരിച്ച് വരുന്ന നടപടികൾ ചുവടെ ചേർക്കുന്നു:</p> <p>അവശ്യ മരുന്ന് വിഭാഗം</p> <p>ആരോഗ്യവകുപ്പ്, മെഡിക്കൽ വിദ്യാഭ്യാസ വകുപ്പ്, ദേശീയ ആരോഗ്യ ദൗത്യം, കേരള സ്റ്റേറ്റ് എയിഡ്സ് കൺട്രോൾ സൊസൈറ്റി, ജയിൽ ആശുപത്രികൾ എന്നീ സ്ഥാപനമേധാവികൾ സമർപ്പിക്കുന്ന വാർഷിക ഇൻഡന്റ് ക്രോഡീകരിച്ച് ദേശീയ തലത്തിൽ മത്സരാധിഷ്ഠിത ഇ-ദർഘാസുകൾ ക്ഷണിക്കുന്നു.</p> <p>കോർപ്പറേഷന്റെ ഔദ്യോഗിക വെബ്സൈറ്റിലും, ഇ-ടെണ്ടർ പോർട്ടലിലും പ്രസിദ്ധപ്പെടുത്തുന്ന ടെണ്ടർ ഡോക്യുമെന്റിൽ പ്രസ്തുത ദർഘാസിൽ പങ്കെടുക്കുന്നതിനുള്ള യോഗ്യതകൾ, ടെണ്ടർ ഡോക്യുമെന്റിന്റെ വില, നിരതദ്രവ്യം, ദർഘാസ് ചെയ്യുന്ന മരുന്നുകളുടെ സ്പെസിഫിക്കേഷൻ, ഷെൽഫ് ലൈഫ്, ദർഘാസ് അളവ് തുടങ്ങിയവ ഉൾപ്പെടുത്താറുണ്ട്. കൂടാതെ ദർഘാസിൽ പങ്കെടുക്കുന്ന സ്ഥാപനം സമർപ്പിക്കേണ്ട സാങ്കേതിക പ്രമാണങ്ങൾ, പ്രൈസ് ബിഡ് തുടങ്ങിയവയും പരാമർശിക്കാറുണ്ട്.</p> <p>സംസ്ഥാന ഗ്രൂപ്പ് കൺട്രോൾ വകുപ്പിൽ നിന്നുള്ള എൻഫോഴ്സ്‌മെന്റ് ഉദ്യോഗസ്ഥർ, ഗവ. ഫാർമസി കോളേജ് വിഭാഗം അധ്യാപകർ, ആരോഗ്യവകുപ്പിൽ നിന്നുള്ള വിദഗ്ദ്ധർ എന്നീ സ്ഥാപനങ്ങളിൽ നിന്നും ബന്ധപ്പെട്ട സ്ഥാപന മേധാവികൾ നിയോഗിക്കുന്ന ഉദ്യോഗസ്ഥരാണ് ടെക്നിക്കൽ ഡോക്യുമെന്റുകൾ പരിശോധിക്കുന്നത്. കൂടാതെ ദർഘാസിൽ പങ്കെടുക്കുന്ന കമ്പനികളുടെ ഫാക്ടറി 3 വർഷത്തിൽ ഒരിക്കൽ എന്ന തലത്തിൽ ഗ്രൂപ്പ് കൺട്രോളർ</p>

നിയോഗിക്കുന്ന എൻഫോഴ്സ്മെന്റ് ഉദ്യോഗസ്ഥരും, മെഡിക്കൽ വിദ്യാഭ്യാസ വകുപ്പ് മേധാവി നിയോഗിക്കുന്ന ഗവ. ഫാർമസി കോളേജ് വിഭാഗം അധ്യാപകരും ഉൾപ്പെട്ട ടീം പരിശോധന നടത്താറുണ്ട്, ഇതിനു പുറമെ സാമ്പിൾ പരിശോധന ആവശ്യമുള്ള ചിലയിനം സാധന സാമഗ്രികളുടെ സാമ്പിളുകളും (കമ്പനിയുടെ പേരും കമ്പനിയെ സംബന്ധിച്ച മറ്റു വിവരങ്ങളും നീക്കം ചെയ്ത - മാസ്ക് ചെയ്ത സാമ്പിളുകൾ) വിദഗ്ദ്ധരെ കൊണ്ട് പരിശോധന നടത്താറുണ്ട്.

അത്തരത്തിൽ സാങ്കേതിക പരിശോധനയിൽ യോഗ്യത നേടുന്ന കമ്പനികളുടെ മാത്രം പ്രൈം സ്മിത്ത് ഇറന്ന് പരിശോധിച്ചു, അതിൽ ഏറ്റവും കുറഞ്ഞ തുക ക്വാട്ട് ചെയ്തിട്ടുള്ള കമ്പനികളുടെ വിവരങ്ങളും കോർപ്പറേഷന്റെ ഔദ്യോഗിക വെബ്സൈറ്റിൽ പ്രസിദ്ധപ്പെടുത്താറുണ്ട്.

മേൽ സൂചിപ്പിച്ച പ്രകാരം ദർഘാസിൽ എൽ1 ആകുന്ന കമ്പനികൾക്കാണ് ലെറ്റർ ഓഫ് ഇന്റന്റ് നൽകുന്നത്. പ്രസ്തുത കമ്പനികൾ കോർപ്പറേഷനുമായി കരാറിൽ ഏർപ്പെടേണ്ടതും നിശ്ചിത തുക സെക്യൂരിറ്റി ഡെപ്പോസിറ്റായി (നിലവിൽ കരാർ തുകയുടെ 3%) കോർപ്പറേഷനിൽ സമർപ്പിക്കേണ്ടതുമാണ്. ലെറ്റർ ഓഫ് ഇന്റന്റിന്റെ അടിസ്ഥാനത്തിൽ ആവശ്യാനുസരണം (മൂന്നോ നാലോ തവണയായി) വിതരണോത്തരവുകൾ നൽകാറുണ്ട്. വിതരണോത്തരവുകൾ നൽകിയാൽ നിശ്ചിത ദിവസത്തിനുള്ളിൽ പ്രസ്തുത കമ്പനികൾ മരുന്ന വിതരണം നടത്തേണ്ടതുണ്ട്. ഗുണനിലവാരത്തിൽ വീഴ്ച വരുത്തുകയോ, യഥാസമയം വിതരണം നടത്താതിരിക്കുകയോ ചെയ്താൽ ദർഘാസ് പ്രകാരമുള്ള ശിക്ഷണ നടപടികളും ദർഘാസിൽ വ്യവസ്ഥ ചെയ്തിട്ടുണ്ട്. എൽ1 വിതരണം നടത്താത്ത സാഹചര്യത്തിൽ പ്രസ്തുത ഇനം വിതരണം നടത്താൻ സന്നദ്ധത പ്രകടിപ്പിക്കുന്ന എൽ2/ എൽ3/എൽ4 വിതരണക്കാരിൽ നിന്നും സാമഗ്രികൾ സംഭരിക്കാറുണ്ട്.

ടെണ്ടർ ഡോക്യുമെന്റിന്റെ ഒരു പകർപ്പ് ഇതോടൊപ്പം **അനുബന്ധം 1** ആയി ഉള്ളടക്കം ചെയ്യുന്നു.

കാര്യ കമ്മ്യൂണിറ്റി ഫാർമസി

19/06/2012 ലെ G.O(MS)NO.186/2012/H&FWD ഉത്തരവിൽ ബ്രാൻഡഡ് മരുന്നുകൾ ടെൻഡറുകൾ കൂടാതെ സംസ്ഥാനത്തുടനീളം ഗുണമേന്മയോടു കൂടിയ

മരണകൾ ലാഭേച്ഛയില്ലാതെ വിതരണം ചെയ്യുക എന്ന ലക്ഷ്യത്തോടു കൂടി കാരുണ്യ, മരണ കമ്പനിക്കാരുടെ ഇടനിലക്കാരെ ഒഴിവാക്കി കമ്പനികളുടെ പ്രതിനിധികളുമായി നേരിട്ട് വിലപേശൽ (NEGOTIATION PROCESS) നടത്തി മരണ സംഭരിക്കുന്ന രീതിയാണ് നിലവിലുള്ളത്. അതിനായി മാനേജിങ് ഡയറക്ടറുടെ മേൽനോട്ടത്തിൽ ഒരു PRICE NEGOTIATION COMMITTEE രൂപകരിച്ചിട്ടുണ്ട്. ടി രീതിയിൽ നെഗോസിയേഷൻ മുഖേന ലഭ്യമാക്കുന്ന നിരക്കുകൾ പ്രൈസ് അപ്രൂവൽ കമ്മിറ്റിയ്ക്ക് സമർപ്പിക്കുന്നു.

പ്രൈസ് നെഗോസിയേഷൻ കമ്മിറ്റി നൽകിയ നിരക്കുകൾ പ്രൈസ് അപ്രൂവൽ കമ്മിറ്റി അംഗീകരിക്കുകയും അത് പ്രകാരം കമ്പനികൾക്ക് Letter Of Indent (LOI) നൽകുകയും ചെയ്യുന്നു. നടപടിക്രമങ്ങളുടെ വിവരങ്ങൾ **അനുബന്ധം -2** ആയി ചേർക്കുന്നു.

ഉപകരണവിഭാഗം

ഭരണാനുമതി ലഭിക്കുന്ന ഉപകരണങ്ങൾക്കു സാങ്കേതിക സമിതി അംഗീകരിക്കുന്ന / നിഷ്കർഷിക്കുന്ന സാങ്കേതിക വിവരണ പ്രകാരം e tender ക്ഷണിച്ച് ഉപകരണത്തിന്റെ സാങ്കേതിക വിലയിരുത്തൽ നടത്തും. യോഗ്യരായ ദർഘാസിൽ നിന്നും L 1 ദർഘാസ് കണ്ടെത്തുന്നു. ദർഘാസ് അംഗീകാര സമിതിയുടെ അംഗീകാരം ലഭിക്കുന്ന മുറയ്ക്ക് 2 വർഷം കാലാവധിയുള്ള റണ്ണിങ് കോൺട്രാക്റ്റിൽ ഉപകരണങ്ങളുടെ പട്ടിക പ്രസിദ്ധീകരിക്കും. റണ്ണിങ് കോൺട്രാക്റ്റിലെ ആദ്യം നൽകുന്ന വിതരണ ഉത്തരവിന് മുന്നോടിയായി ലെറ്റർ ഓഫ് ഇന്റൻഡൻസ് (LOI) നൽകുന്നു. ഇതിനു ആനുപാതികമായി വിതരണക്കാരൻ കരുതൽ ധനവും ഉടമ്പടി കരവും സമർപ്പിക്കേണ്ടതുണ്ട്. ഇത് സമർപ്പിക്കുന്ന മുറയ്ക്ക് വിതരണക്കാരനു വിതരണ പത്രിക നൽകുന്നു. ആദ്യം നൽകുന്ന വിതരണ പത്രികയ്ക്ക് മാത്രമാണ് LOI നൽകുന്നത്. തുടർന്ന് റണ്ണിങ് കോൺട്രാക്റ്റിൽ ഉൾപ്പെട്ട ഉപകരണങ്ങൾക്ക് വിതരണ ഉത്തരവ് മാത്രമാണ് നൽകുന്നത്.

(ബി) കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ വിവിധ സ്ഥാപനങ്ങളിൽ നിന്നും സാധനങ്ങൾ വാങ്ങുമ്പോൾ ലെറ്റർ ഓഫ് ഇന്റൻഡൻസ്, സപ്ലൈ ഓർഡർ /പർച്ചേയ്സ് ഓർഡർ എന്നിവ നിഷ്കർഷിക്കുന്നുണ്ടോ; ഇവയുടെ ആവശ്യകതയെക്കുറിച്ച് വിശദമാക്കാമോ;

(ബി) കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷന്റെ അവശ്യമനുഭവ വിഭാഗവുമായി ബന്ധപ്പെട്ട് ദർഘാസിൽ യോഗ്യത നേടുന്നവർക്ക് ലെറ്റർ ഓഫ് ഇന്റൻഡൻസ് നൽകാറുണ്ട്. അതിന്റെ അടിസ്ഥാനത്തിലാണ് പ്രസ്തുത കമ്പനി കോർപ്പറേഷനുമായി കരാറിലേർപ്പെടുന്നതും, കരുതൽ ധനം സമർപ്പിക്കുന്നതും. തുടർന്ന് 3 അല്ലെങ്കിൽ 4

		<p>തവണകളായി പർച്ചേസ് ഓർഡറുകൾ നൽകി മരുന്നു സംഭരണം നടത്തുന്നു.</p> <p>കോർപ്പറേഷന്റെ കാരുണ്യ പാർച്ചേസ് വിഭാഗം വിവിധ സ്ഥാപനങ്ങൾക്ക് ഓർഡർ നൽകുമ്പോൾ ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് (LOI) നിഷ്കർഷിക്കാറുണ്ട് ചില അടിയന്തിരഘട്ടങ്ങളിൽ സപ്ലൈ ഓർഡർ എന്ന പേരിലും ലെറ്റർ ഓഫ് ഇൻഡൻ്റ്(LOI) കോവിഡ് കാലയളവിൽ നൽകിയിട്ടുണ്ട്. ഈ ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് (LOI) വിതരണം ചെയ്യേണ്ട മരുന്നിന്റെ പേര്, എണ്ണം, നിരക്ക്, വിതരണം നടത്തേണ്ട സംഭരണശാലയുടെ മേൽവിലാസം എന്നിവ ഉൾപ്പെടുത്തിയിട്ടുണ്ട് കൂടാതെ ഇതിൽ കമ്പനികൾ പാലിക്കേണ്ട നിർദ്ദേശങ്ങളും നിബന്ധനകളും (TERMS & CONDITIONS) നൽകിയിട്ടുണ്ട്. ആയതിനാൽ ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് (LOI) വളരെ പ്രാധാന്യമുണ്ട്.</p>
(സി)	<p>സാൻ ഫാർമ എന്ന സ്ഥാപനത്തിൽ നിന്നും പി.പി.ഇ. കിറ്റ് വാങ്ങിയപ്പോൾ ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് മാത്രമാണോ നൽകിയത് എന്ന് വിശദമാക്കാമോ; എങ്കിൽ പകർപ്പ് ലഭ്യമാക്കാമോ;</p>	<p>(സി) സാൻ ഫാർമ എന്ന സ്ഥാപനത്തിൽ നിന്നും പി.പി.ഇ. കിറ്റ് വാങ്ങിയപ്പോൾ ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് (LOI) ആണ് നൽകിയത്. പകർപ്പ് അനുബന്ധം 3 ആയി ചേർക്കുന്നു.</p>
(ഡി)	<p>പ്രസ്തുത സ്ഥാപനത്തിൽ നിന്നും പി.പി.ഇ. കിറ്റ് വാങ്ങിയപ്പോൾ സപ്ലൈ ഓർഡർ/പർച്ചെയ്സ് ഓർഡർ നൽകിയിരുന്നോ എന്ന് വിശദമാക്കാമോ; എങ്കിൽ പകർപ്പ് ലഭ്യമാക്കാമോ?</p>	<p>(ഡി) സാൻ ഫാർമ എന്ന സ്ഥാപനത്തിന് കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ 30.03.2020-ന് ലെറ്റർ ഓഫ് ഇൻഡൻ്റ് ആണ് നൽകിയിരുന്നത്.</p>

സെക്ഷൻ ഓഫീസർ

PROCEEDINGS OF THE MANAGING DIRECTOR, KERALA MEDICAL SERVICES CORPORATION LIMITED, THIRUVANANTHAPURAM

(Present : Dr.Chithra S IAS)


Sub:- KMSCL- Reconstitution of Price Negotiation Committee - Orders issued

ORDER NO: KMSCL/CPS-PUR/21214/2022, Thiruvananthapuram, Dated, 08.12.2022

Read:- Price Negotiation Committee 2022-23

As part of reconstituting the price negotiation committee of Karunya Community Pharmacy, it is decided to include Finance Director in place of Finance Manager. Price Negotiation committee is reconstituted with following members.

- General Manager
- Finance Director
- Purchase Manager
- Deputy Manager- Karunya Purchase Division
- Deputy Manager- Karunya Sales Division


Dr. Chithra S I.A.S
Managing Director

Copy To

GM/FD/DM-Karunya

(6)

Extract of the Minutes of the Meeting of 37th Board of Directors of
KMSCL held on 20th November, 2014

Karunya Community Pharmacy (Procurement) DIVISION

Agenda Item No : 37.03

Constitution of Committee for – Revision of purchase rate /
Introducing New Products of Existing Company / New Company :

Managing Director informed the Board that 24 Numbers of Karunya Community Pharmacy outlets are established in various districts of which 22 numbers are functioning regularly and 2 numbers at Pampa & Sannidhanam during Mandala - Makaravilaku Season. The Construction of another 12 numbers are nearing completion. It was further informed that the rate for many of the items were fixed during the year 2012-13 .The companies have submitted their revised rate for the year 2014-15 and moreover many companies have expressed their unwillingness to bill with the existing old rates fixed during previous years. It was further informed that as per G.O. (MS) No.186/2012/H&FWD dated : 19-06-2012 the Managing Director, Kerala Medical Services Corporation Limited is authorized to procure branded drugs without tender but through price negotiation as is being done by Supplyco and to sell them at a margin in conformance with the objective of the Government.

Resolution No.37.03

The Board discussed the matter and decided to constitute a separate committee called price approval committee which will approve the rates fixed by the negotiation committee and it was resolved to form a Price approval Committee consisting of following members.

Members of Committee:

1. Managing Director, KMSCL.
2. Finance Member of Board, KMSCL.
3. Drugs Controller of the State.
4. Professor and Head.
College of Pharmaceutical Sciences,
Medical College, Thiruvananthapuram.

Board further Resolved that price approved by the approval committee will be for at least one year time. However if there is reduction of price of the drug in the market revision of the price shall be effected accordingly.

Board further noted that there is no mechanism to check the actual need or quantity of drugs to be purchased or to approve list of drugs / new drugs to be purchased. After further discussions.

Resolution 37.03(a)

Highan
Managing Director

Jacob
Chairman

It was resolved to constitute a drug inclusion/ Purchase committee consisting of Managing Director, Director of Health Services and Director of Medical Education who will also periodically look after the necessity of medicines.

Agenda Item No : 37.04

Re constitution of price negotiation committee :

Managing Director informed that twenty two Karunya Community Pharmacy outlets are functioning regularly, including five in Govt. Medical Colleges. Now KMSCL has planned to start ten more outlets. The companies have submitted their revised rate for the year 2014-15. New companies have given their quotations and existing companies want to introduce their new products. Existing rates was fixed during the year 2012-13. The companies started billing with the new rate. Presently the hikes in rates are not accepted and the increased rates are deducted from the bills/invoices. Many companies have expressed their unwillingness to bill with the existing old rates fixed during previous years. Bulk procurement of medicines/surgicals are in need as the sales and numbers of outlets are increasing. With bulk procurement price advantage of special rate can be obtained for Karunya Community Pharmacy. The Managing Director have reconstituted the existing price negotiation committee vide order No.KMSCL/CPS/133-PNC/2012 dtd : 27-10-2014 with the following members.

Members of Committee :

- | | |
|--|-----------------|
| 1. Smt. Asitha Bai S., General Manager | - Chair person |
| 2. Shri. K.J. Dileep, Purchase Manager (Drug & Equipments) | - Vice Chairman |
| 3. Shri. V. Mohankumar, Finance Manager, KMSCL | - Member |
| 4. Shri. Sajit.U, Deputy Manager (CPS-Procurement) | - Convener |
| 5. Shri. Salji S., Deputy Manager (i/c) (CPS-Sales) | - Member |

Resolution No.37.04

The Board ratified the action of Managing Director in forming the price negotiation committee consisting of Shri. K.J. Dileep, Purchase Manager, Shri. V. Mohan Kumar, Finance Manager, Shri. Sajit. U. Deputy Manager (CPS - Procurement) and Shri. Salji. S. Deputy Manager (i/c) (CPS- Sales) and decided to exclude Smt. Asitha Bai. S., General Manger since she is absenting from her duties after offer of resignation recently and decided to include in the committee the next person who takes charge of General Manager, KMSCL.

Maha
Managing Director

[Signature]
Chairman



KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)
Thycaud P.O, Thiruvananthapuram, Kerala 695 014
Phone : 0471 - 2945600/ 2945646
Fax : 0471-2945647

e-TENDER DOCUMENT

FOR THE PROCUREMENT OF

DRUGS/SUPPLIES CATEGORY III - VIII

(for the year 2023-24)

No:KMSCL/ED/III-VIII/RC/2022/012 DATED 22.10.2022

<i>Date and time of commencement of the Tender</i>	:	22.10.2022	03.00 pm
<i>Last date and time for the online uploading of Tender</i>	:	11.11.2022	05.00 pm
<i>Date and time of online opening of Technical Bid</i>	:	17.11.2022	11.00 am

For details;

www.kmscl.kerala.gov.in
Email: edrugs@kmscl.kerala.gov.in

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SECTION I
INTRODUCTION

- 1.1. **The Kerala Medical Services Corporation Limited - KMSCL** is a fully owned company of Government of Kerala set up in 2007 and is operational with effect from 1st April 2008 for providing various services to the health care institutions under the Department of Health and Family Welfare, Government of Kerala. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs including Medical devices and other stores and equipments for the health care institutions under the department. The Corporation has also been entrusted with the setting up and running of all kinds of Modern Medical and Paramedical or medical based ancillary facilities such as dialysis units, cath labs, ambulance services etc.
- 1.2. This tender is an e-tender and only on-line bid submission is possible. The e-tender portal (www.etenders.kerala.gov.in) is designed by National Informatics Centre (NIC) and supported by the IT Mission, Kerala.
- 1.3. All notices/decisions will be published from time to time on our website www.kmscl.kerala.gov.in.
- 1.4. The money spent by the Corporation is public money and hence accountable. Since the drugs and other materials procured are meant for treatment of precious human life in Government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that only quality products are procured and supplied

22.10.2022

Sd/-
Managing Director, KMSCL &
Tender Inviting Authority

SECTION II

2. General Definitions/Explanations

- 2.1. *Government* means - Government of Kerala, represented by the Secretary to Health & Family Welfare, Thiruvananthapuram.
- 2.2. *Tender Inviting Authority (TIA)* - is the Managing Director of the KMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the drugs/supplies procured under this Tender Document. The term shall include such other officials not below the rank of General Manager of the KMSCL to whom any of the powers of the Managing Director is delegated.
- 2.3. *Tender Document* - means the document published by the Tender Inviting Authority containing the data identifying the article to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- 2.4. *Running Contract* – means contract for the supply of an approximate quantity of items at a specified price during a certain period.
- 2.5. *e-tender* - The process of notifying/ floating tender and pursuing actions of tender opening online.
- 2.6. *Tendered quantity* - means the approximate quantity of items intended for supply to the user institutions as mentioned in Section IV of the Tender Document, in respect of which the rates has to be quoted. Tender Inviting Authority reserves the right to increase or decrease the tendered quantity on the basis of the actual needs or as per the directions of the government, fund availability etc or otherwise, the quantity of goods mentioned under **Clause.4.1**, without any increase in the unit price and other terms & conditions quoted by the bidder.
- 2.7. *User Institutions* - are government departments, health care institutions, autonomous bodies, Local self-Government Institutions etc for which the drugs/supplies under this tender are procured.
- 2.8. *Funding agencies* - are usually departments like Directorate of Health Services, Directorate of Medical Education, Departments of Ayurveda, Homoeopathy, Department of Social Welfare etc, and Missions/organizations like National Health Mission (NHM), Institute of Family Health & Welfare, registered societies etc funded by the Government of Kerala, Government of India, UN organizations, World Bank, Government assisted organizations etc

who provide funds for the procurement of drugs/supplies on behalf of whom the tender is invited by the Tender Inviting Authority.

- 2.9. *Blacklisting/ debarring* - the event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period up to 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to supply of substandard, misbranded, adulterated or spurious or any drugs/products manufactured/ imported in contravention of any of the laws of the land and for indulging fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term will include, among all other things, making false/ misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence/affect/ stall the tender/ procurement/ payment processes in any way, making false/ baseless complaints about other bidders or bids or products or any person/ organization/ related to the tender activities etc and such activities as specified in this Tender Document. Blacklisting/debarring etc by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.
- 2.10. *Drug* - means and includes, substances defined as drug in the Drugs and Cosmetics act 1940.
- 2.11. *Factory Inspection* - The factory premises and related facilities and documents shall be open for inspection at the discretion of the TIA at any stage after presentation of bid or award of contract.
- 2.12. *L1 rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.
- 2.13. *NPPA* - The National Pharmaceutical Pricing Authority is a government regulatory agency that controls the prices of pharmaceutical drugs in India.
- 2.14. *Liquidated Damages* - means penal charges levied by the Tender Inviting Authority for the delay in supply of the products after the expiry of stipulated period mentioned in the supply conditions of the tender at the rate mentioned therein, subject to a maximum of 10% of defaulted value.
- 2.15. *Risk & Cost Value* - is the additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the supplier from other sources at a higher cost.

- 2.16. *Unexecuted fine* - is the fine imposed for the default committed by the supplier in the form of short-supply or non-supply of the quantity of the product ordered as per the Purchase Order.
- 2.17. *Letter Of Intent* – is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- 2.18. *Purchase Order* - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the Drugs/supplies at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase Order.
- 2.19. *Supply Schedule* - means the schedule for supply of product which shall be adhered to for supply as per **Clause 5.1.2** unless altered with mutual consent on the basis of the movement /consumption of products, exigencies and other reasons suiting the requirements of TIA and not suiting to the requirements of the supplier.
- 2.20. *Basic unit* - means the smallest unit of the product to be made available. The rate to be given on the price bid shall be quoted for the basic unit mentioned in **Section IV**.
- 2.21. *Supplier* - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- 2.22. *'State Micro, Small and Medium Enterprises'* - means industrial units as classified in Clause 7(1) of chapter III of the Micro, Small and Medium Enterprises Development Act, 2006 which manufactures the goods within the state and registered with the competent authority of the Industries and Commerce Department of Govt. of Kerala.
- 2.23. *Empanelled laboratory* - Drug testing laboratory approved under the Drugs and Cosmetics Act, selected by the Tender Inviting Authority either through open tender process or by expression of interest or otherwise for the purpose of conducting analytical testing of drugs/supplies listed in Section IV supplied by the suppliers.
- 2.24. *Appellate Laboratory* - The Drugs Testing Laboratory of the Drugs Control Department, Kerala will be the Appellate Laboratory of the Tender Inviting Authority for settling and deciding the disputes relating to the quality of drugs/supplies. The Rubber Research Institute of India (RRII) will be the Appellate Laboratory for setting and deciding the disputes relating to the

quality of rubber based products. The report of the appellate laboratory will be final and conclusive for the purpose of this tender.

The consideration of Drugs Testing Laboratory of the Drugs Control Department, Kerala and Rubber Research Institute of India (RRII) as Appellate laboratory as above is for the purpose of proceedings under this tender only and does not preclude actions under Drugs &Cosmetics act for appeal over the report of Appellate Laboratory.

2.25. *NABL accredited Lab* - The testing Laboratories duly recognized by the National Accreditation Board for Testing and Calibration Laboratories (a Constituent Board of Quality Council of India) for the technical competence for performing the specific tests with reference to international standards.

Such Laboratories should have NABL accreditation in relevant disciplines separately to perform quality tests for the tested category of items and shall be duly approved by the D&C act in case items defined as drugs. The NABL accredited laboratory should furnish certificate of analysis as per Form 39 of D & C rules.

The NABL accredited laboratory, for the purpose of this tender, means a third party independent testing laboratory satisfying the above requirements and which shall not be a part of the manufacturing unit or not owned by the manufacture/bidder.

The NABL test report should be complete and covering all parameters specified in the official monographs or other standards.

2.26. Pre-Tender Meeting

2.26.1. Pre-tender meeting will be conducted in online platform. Date and time of pre-tender meeting is mentioned in Section III. The details of the online Pre-tender meeting will be published in the official website of the Corporation.

2.26.2. 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 bidders, as part of ensuring transparency in the tender process.

2.26.3. It is an opportunity for the prospective bidders to obtain all the details about the tendered items, conditions governing the bids and also to get the explanation of any ambiguous conditions, if any, in the Tender Document.

2.26.4. 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.

- 2.26.5.** Failure to attend the pre-tender meeting will not be a disqualification, but is an opportunity missed by the prospective bidders to understand the Tender conditions.
- 2.26.6.** The bidders are required to upload online bids preferably after the date of pre-tender meeting.

SECTION III

3. TENDER SCHEDULE

3.1. Tender Details

1.	<i>Tender No.</i>	KMSCL/ED/III-VIII/RC/2022/012
2.	<i>Cost of Tender Document</i>	29,500/- (Inclusive of GST@ 18%)
3.	<i>Earnest Money Deposit</i>	Shall be as specified in Clause 4.1. & 6.4. The minimum EMD of Rs 50,000 shall be submitted online along with cost of tender document.
4.	<i>Validity of EMD</i>	8 months from the date of opening of Technical Bid.
5.	<i>Security Deposit</i>	3% of the total value of the LOI
6.	<i>Validity of Security Deposit</i>	18 months from the date of LOI or 3months after successful completion of supply whichever is later.
7.	<i>Factory Re -inspection fee as per clause 6.17.2</i>	Rs 1,00,000 as Demand Draft

3.2. Schedule of Dates

Sl. No.	Particulars	Date and time
1.	<i>Date and time of commencement of downloading(by bidders) of Tender Document</i>	22.10.2022 03.00 pm
2	<i>Date and time of pre-tender meeting</i>	01.11.2022 11.00am (Online Platform)
3.	<i>Last date and time of uploading (by bidders) of tender</i>	11.11.2022 05.00 pm
4.	<i>Date & time for receipt of sealed cover containing (a.) Balance EMD by way of DD/BG (b.) Factory re-inspection fee by way of DD (if applicable) (c.) Factory inspection fee for additional units by way of DD (if applicable)</i>	14.11.2022 10.00 am to 16.11.2022 05.00 pm
5,	<i>Date & time of receipt of Samples for Qualitative evaluation</i>	14.11.2022 10.00 am to 16.11.2022 05.00 pm
6.	<i>Date and time of opening of the Technical Bid</i>	17.11.2022 11.00 am
7.	<i>Date of opening of the price bid</i>	Price bids of the bidders qualified in technical evaluation will be opened on the date published in website of the Corporation

SECTION IV

4. Details of Items Tendered

Category	Particulars	No of items in each Category	Sl. No. in the list of items quoted (Section 4.1)
Category III	Medical Devices (List 1)	28	1-28
Category III	Medical Devices (List 2)	48	29-76
Category IV	Blood Diagnostics Kits and Reagents	19	77-95
Category V	Consumables	18	96-113
Category VI	Disinfectants and Chemicals	9	114-122
Category VII	Surgical Sutures	30	123-152
Category VIII	X-ray Films and Accessories	10	153-162

4.1. List of Items Tendered

4.1.1		Category III (MEDICAL DEVICES)					LIST-I
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
1	S27009	BLOOD ADMINISTRATI ON SET WITH MICROAGREGA TE FILTER	MI	1 No	494,359	36	63,700
2	S27293	BONE MARROW ASPIRATION NEEDLE	16G	1 No	3,451	36	4,500
3	S27255	DISPOSABLE CVP CATHETER TRIPLE LUMEN (SELDINGER TECHNIQUE)	5F	1 No	979	36	11,800
4	S27256	DISPOSABLE CVP CATHETER TRIPLE LUMEN (SELDINGER TECHNIQUE)	7F	1 No	12,640	36	65,500

4.1.1	Category III (MEDICAL DEVICES)						LIST-I
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
5	S27025	DISPOSABLE NEEDLE	18G x 1"	1 No	1,925,473	36	15,500
6	S27028	DISPOSABLE NEEDLE	22G x 1"	1 No	8,633,128	36	58,100
7	S27029	DISPOSABLE NEEDLE	23G x 1"	1 No	20,346,708	36	136,800
8	S27030	DISPOSABLE NEEDLE	24G x 1"	1 No	14,057,410	36	94,500
9	S27254	DISPOSABLE NEEDLE	26G x 1/2"	1 No	1,451,008	60	13,100
10	S27239	DISPOSABLE SYRINGE WITH FIXED NEEDLE 29 G (1ML GRADUATED)	1 ml	1 No	7,695,298	36	323,300
11	S27031	DISPOSABLE SYRINGE WITHOUT NEEDLE (ISO 7886)	2 Cc	1 No	26,120,807	36	345,300
12	S27032	DISPOSABLE SYRINGE WITHOUT NEEDLE (ISO 7886)	5 Cc	1 No	23,826,652	36	384,300
13	S27033	DISPOSABLE SYRINGE WITHOUT NEEDLE (ISO 7886)	10 Cc	1 No	16,075,809	36	432,200
14	S27218	DISPOSABLE SYRINGE WITHOUT NEEDLE (ISO 7886)	20 Cc	1 No	1,065,896	36	37,400
15	S27222	EPIDURAL SET WITH LOR SYRINGE & FILTER	18 G	1 No	18,653	36	135,800
16	S27291	FISTULA NEEDLE	16G	1 No	151,832	24	18,900
17	S27292	FISTULA NEEDLE	17G	1 No	166,981	24	20,800
18	S27038	I.V. CANNULA	24 G	1 No	2,110,359	36	107,800
19	S27034	I.V. CANNULA WITH INJECTION PORT	16 G	1 No	201,255	36	10,300
20	S27035	I.V. CANNULA WITH INJECTION PORT	18 G	1 No	856,776	36	41,500

4.1.1	Category III (MEDICAL DEVICES)						LIST-I
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
21	S27036	I.V. CANNULA WITH INJECTION PORT	20 G	1 No	1,516,536	36	71,600
22	S27037	I.V. CANNULA WITH INJECTION PORT	22 G	1 No	2,776,395	36	131,000
23	S27246	I.V. SET WITH 22G NEEDLE (ISO 8536)	1 Unit	1 No	9,334,098	36	704,700
24	S27082	SCALP VEIN SET	SIZE- 22 G	1 No	42,448	36	2,600
25	S27083	SCALP VEIN SET	SIZE- 24 G	1 No	50,457	36	2,600
26	S27041	SPINAL NEEDLE	SIZE 23 G	1 No	70,820	36	21,500
27	S27238	SPINAL NEEDLE	SIZE 25 G	1 No	71,151	36	23,200
28	S27274	SPINAL NEEDLE	SIZE 27 G	1 No	18,680	36	5,700

4.1.1	Category III (MEDICAL DEVICES)						LIST-II
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
29	S27014	BP BLADE	SIZE -10	1 No	100,902	36	2,300
30	S27015	BP BLADE	SIZE -11	1 No	701,230	36	15,600
31	S27016	BP BLADE	SIZE -15	1 No	570,632	36	12,700
32	S27017	BP BLADE	SIZE -20	1 No	397,435	36	8,900
33	S27019	BP BLADE	SIZE -22	1 No	814,002	36	18,100
34	S27039	DISPOSABLE THREE WAY STOPCOCK	1 Unit	1 No	297,624	36	14,400
35	S27045	ENDOTRACHEAL TUBE 2.5	1 Unit	1 No	4,643	36	700
36	S27046	ENDOTRACHEAL TUBE 3.0	1 Unit	1 No	6,967	36	1,100
37	S27047	ENDOTRACHEAL TUBE 3.5	1 Unit	1 No	7,088	36	1,100
38	S27048	ENDOTRACHEAL TUBE 4.0	1 Unit	1 No	5,469	36	800
39	S27049	ENDOTRACHEAL TUBE 4.5	1 Unit	1 No	4,258	36	700

4.1.1	Category III (MEDICAL DEVICES)						LIST-II
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
40	S27050	ENDOTRACHEAL TUBE 5.0	1 Unit	1 No	3,528	36	600
41	S27051	ENDOTRACHEAL TUBE 5.5	1 Unit	1 No	2,621	36	400
42	S27054	ENDOTRACHEAL TUBE 5.5 WITH CUFF	1 Unit	1 No	6,326	36	1,800
43	S27052	ENDOTRACHEAL TUBE 6.0	1 Unit	1 No	3,225	36	600
44	S27055	ENDOTRACHEAL TUBE 6.0 WITH CUFF	1 Unit	1 No	5,837	36	1,600
45	S27053	ENDOTRACHEAL TUBE 6.5	1 Unit	1 No	4,250	36	800
46	S27056	ENDOTRACHEAL TUBE 6.5 WITH CUFF	1 Unit	1 No	8,205	36	2,300
47	S27057	ENDOTRACHEAL TUBE 7.0 WITH CUFF	1 Unit	1 No	29,788	36	8,100
48	S27058	ENDOTRACHEAL TUBE 7.5 WITH CUFF	1 Unit	1 No	37,997	36	10,400
49	S27059	ENDOTRACHEAL TUBE 8.0 WITH CUFF	1 Unit	1 No	17,617	36	4,800
50	S27060	ENDOTRACHEAL TUBE 8.5 WITH CUFF	1 Unit	1 No	12,686	36	3,500
51	S27061	ENDOTRACHEAL TUBE 9.0 WITH CUFF	1 Unit	1 No	1,984	36	600
52	S27062	FOLLEYS CATHETER	SIZE 12 F X 10 ml	1 No	29,944	36	5,100
53	S27063	FOLLEYS CATHETER	SIZE 16F X 30 ml	1 No	315,144	36	53,300
54	S27064	FOLLEYS CATHETER	SIZE 18 F X 30 ml	1 No	98,806	36	16,800
55	S27067	FOLLEYS CATHETER	SIZE 10 F X 10 ml	1 No	10,721	36	2,700
56	S27193	FOLLEYS CATHETER	SIZE 14 F X 30 ml	1 No	226,722	36	38,200
57	S27069	INFANT FEEDING TUBE	SIZE 4F	1 No	6,798	36	300
58	S27070	INFANT FEEDING TUBE	SIZE 10F	1 No	29,221	36	1,100
59	S27071	INFANT FEEDING TUBE	SIZE 5F	1 No	19,058	36	700

4.1.1	Category III (MEDICAL DEVICES)						LIST-II
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
60	S27072	INFANT FEEDING TUBE	SIZE 6F	1 No	57,749	36	2,100
61	S27073	INFANT FEEDING TUBE	SIZE 8F	1 No	55,566	36	2,000
62	S27221	NELATON CATHETER	SIZE 12	1 No	53,382	60	2,800
63	S27076	RYLES TUBE	SIZE 10 F	1 No	12,436	36	1,000
64	S27077	RYLES TUBE	SIZE 12 F	1 No	19,269	36	1,500
65	S27079	RYLES TUBE	SIZE 16 F	1 No	168,299	36	13,300
66	S27250	SICS BLADE (CRESANT)	2.5mm/2 .6mm angled level up	1 No	31,820	36	11,700
67	S27251	SICS BLADE (KERATOME)	2.8mm angled level up	1 No	30,145	36	11,100
68	S27252	SICS BLADE (SIDE PORT)	15° STRAIGHT LANCE TIP	1 No	27,410	36	10,100
69	S27089	SUCTION CATHETER	SIZE - 10	1 No	109,349	36	5,500
70	S27090	SUCTION CATHETER	SIZE - 12	1 No	75,873	36	3,800
71	S27091	SUCTION CATHETER	SIZE - 14	1 No	364,386	36	18,000
72	S27092	SUCTION CATHETER	SIZE - 6	1 No	86,633	36	4,300
73	S27093	SUCTION CATHETER	SIZE - 8	1 No	156,714	36	7,800
74	S27233	UMBILICAL CORD CLAMP	-	1 No	90,423	36	1,900
75	S27095	URINE COLLECTING BAG WITH VALVE OUTLET	2 Litre	1 No	566,421	36	91,600
76	S27068	YANKAUER SUCTION SET (Vacusuck Set) - MOULDED TRANSPARENT HAVING NO JOINTS ON THE SURFACE OF THE TUBING	2.5 M	1 No	235,628	36	115,600

4.1.2		Category-IV (BLOOD DIAGNOSTICS KITS AND REAGENTS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
77	D26002	ANTI A MONOCLONAL IGM TITRE VALUE 512 (MINIMUM) SOLUTION	10 ml	Bottle	11,806	24	7,300
78	D26003	ANTI AB MONOCLONAL IGM TITRE VALUE 512 (MINIMUM) SOLUTION	10 ml	Bottle	4,187	24	3,500
79	D26004	ANTI B MONOCLONAL IGM TITRE VALUE 512 (MINIMUM) SOLUTION	10 ml	Bottle	11,714	24	7,400
80	D26005	ANTI D MONOCLONAL IGM TITRE VALUE 512 SOLUTION	10 ml	Bottle	12,191	24	17,200
81	D26030	ANTI HUMAN GLOBULIN SERUM (COOMBS SERUM) POLY SPECIFIC (IGG + C3D)	5 ml	Vial	2,381	24	5,200
82	D26011	ANTI HUMAN SERUM (LISS COOMBS FOR GEL TECHNOLOGY- GEL CARD & SOLUTION)	NULL	Bottle	245,357	12	87,900
83	S27276	BLOOD COLLECTION SINGLE BAG with CPDA1 (49ml), 350ml bag with Diversion Pouch 20ml and Needle Protector (ISO 3826)	350ml	1 No	12,219	24	11,100
84	S27277	BLOOD COLLECTION TRIPPLE BAG WITH SAGM , Diversion Pouch 20ml with needle protector. (ISO 3826)	Sterile collapsible non-vented bags made up of DEHP plasticized PVC. Diversion Pouch 20ml. Primary bag - 350ml, with CPD (49ml). First Satelite bag - 300ml,	1 No	176,131	24	345,800

4.1.2		Category-IV (BLOOD DIAGNOSTICS KITS AND REAGENTS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
			Second Satellite bag - 300ml for platelet storage for 5 days. Slits on both sides of the bags. Flexible non-kinking transparent tubings. Needle - 16G straight sharp regular margins ultrathin walled and beveled tips with needle protector.				
85	D26014	DENGUE IGM CAPTURE ELISA (1,2,3,4) KIT	1TEST	1 No	33,295	18	16,500
86	D26026	DENGUE LATEX AGGLUTINATION TEST KIT(RAPID METHOD)	1TEST	1 No	73,405	24	68,600
87	D26024	FOURTH GENERATION ELISA KIT FOR DETECTION OF P24 ANTIGEN AND ANTIBODY TO HIV 1&2	1TEST	1 No	189,538	12	59,800
88	D26023	HEPATITIS B SURFACE ANTIGEN SCREENING KIT-EIA VISUAL ASSAY TEST	1TEST	1 No	331,706	24	24,400
89	D26022	HEPATITIS B SURFACE ANTIGEN SCREENING-ELISA TEST KIT	1TEST	1 No	293,129	12	83,200
90	D26034	HEPATITIS C - ELISA KIT FOR DETECTION OF ANTIGEN AND ANTIBODY - FOURTH GENERATION	1TEST	1 No	244,052	12	374,200

4.1.2		Category-IV (BLOOD DIAGNOSTICS KITS AND REAGENTS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
91	D26016	HEPATITS C ANTIBODY SCREENING KIT - EIA VISUAL ASSAY(RAPID METHOD)	1TEST	1 No	295,002	24	48,100
92	D26019	HIV 1 & 2 ANTIBODY SCREENING EIA VISUAL ASSAY(RAPID METHOD)	1TEST	1 No	66,585	24	9,500
93	D26018	HIV 1&2 ANTIBODY SCREENING-ELISA TEST KIT	1TEST	1 No	5,013	12	700
94	D26006	MALARIA ANTIGEN DETECTING CARD (PV + PF)	1TEST	1 No	297,212	24	51,500
95	D26033	SYPHILIS - ELISA TEST KIT	1 Test	1 No	177,247	18	27,900

4.1.3		Category-V (CONSUMABLES)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
96	S27231/1 2	ABSORBANT COTTON GAUZE SCH.F(II)	100 CmX 20 M	Packet	612,937	36	1,716,300
97	S27007	ABSORBANT COTTON WOOL IP	500 gm Net	Packet	674,550	36	815,600
98	S27002	ADHESIVE TAPE U.S.P	10 cm X 5 mtr	Roll	200,975	36	95,400
99	S27099	DISPOSABLE SURGEONS CAP - FEMALE	1 Unit	1 No	2,199,692	36	14,100
100	S27098	DISPOSABLE SURGEONS CAP - MALE	1 Unit	1 No	1,327,619	36	24,900
101	S27275	DISPOSABLE TRIPLE LAYER MASK WITH TYING STRAP IS 16289:2014	1 Unit	1 No	12,891,977	36	208,500
102	S27219	ECG ELECTRODES	NULL	1 No	1,466,856	24	58,700
103	S27194	ECG GEL	250 gm	Bottle	105,708	36	21,300
104	S27279	Examination Gloves Rubber (Powder free)	Large	1 No	6,647,827	36	158,600

4.1.3		Category-V (CONSUMABLES)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
105	S27280	Examination Gloves Rubber (Powder free)	Medium	1 No	9,058,668	36	247,400
106	S27197	GLOVES SURGICAL RUBBER -STERILE (IS 13422)	SIZE 6.5"	Pair	15,978,123	36	1,786,000
107	S27196	GLOVES SURGICAL RUBBER -STERILE (IS 13422)	SIZE 6"	Pair	1,645,649	36	196,200
108	S27198	GLOVES SURGICAL RUBBER -STERILE (IS 13422)	SIZE 7"	Pair	14,437,766	36	1,655,900
109	S27199	GLOVES SURGICAL RUBBER -STERILE (IS 13422)	SIZE 7.5"	Pair	5,094,799	36	607,200
110	S27103	NON-WOVEN ADHESIVE TAPE	2.5cm X 9.1 mtr	Roll	1,367,061	36	123,500
111	S27230	PLASTER OF PARIS BANDAGE BP	10 cm X 2.7 mtr	Roll	138,373	36	28,900
112	S27001	PLASTER OF PARIS BANDAGES B.P	15 cm X 2.7 mtr	ROLL	812,635	36	244,200
113	S27075	RUBBER SHEET MACKINTHOSH	1 mtr	1 No	67,601	36	45,300

4.1.4		Category-VI (DISINFECTANTS AND CHEMICALS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
114	D25012	BLACK DISINFECTANT FLUID (GRIII RWC 5-7) BIS LOTION	5 Litre	Can	12,266	24	73,000
115	D25043	BLEACHING POWDER (IS 1065)	Minimum strength of available Chlorine is 32%	1 kg Packet	1,164,475	24	548,300
116	D25010	CHLORHEXIDINE GLUCONATE 2.5% V/V + ETHYL ALCOHOL 70% V/V SOLUTION	200 ml	Bottle	150,013	24	55,800

4.1.4		Category-VI (DISINFECTANTS AND CHEMICALS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
117	D25006	CHLOROXYLENOL SOLUTION IP	5% w/v	5 Lit Can	23,628	36	209,600
118	D25014	FORMALDEHYDE SOLUTION IP	37% w/v	450 ml Bottle	13,727	36	6,300
119	D25007	GLUTERALDEHYDE SOLUTION(WITHOUT SURFACTANT)	2%	5 Litre Can	11,771	24	34,100
120	D25003/1 2	HYDROGEN PEROXIDE SOLUTION IP	20 Vol	1ltr. Bottle	51,289	24	22,900
121	D25008	ORTHO-PHTHALALDEHYDE SOLUTION	0.55%	5 Ltr Can	1,366	24	16,100
122	D25013	WASHING SODA	1 Kg	Packet	69,196	24	44,100

4.1.5		Category-VII (SURGICAL SUTURES)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
123	S27505	BLACK SILK 5-0 1/2 CIRCLE ,TAPER CUT NEEDLE 17MM , 70-90 CM	1 Foil	1 No	7,904	36	1,800
124	S27508/1 2	BRAIDED POLYGLYCOLIC ACID SUTURE 3-0, 40-50CM, 3/8 CIRCLE CUTTING 12MM NEEDLE	1 Foil	1 No	35,116	36	10,500
125	S27509	BRAIDED POLYGLYCOLIC ACID SUTURE 5-0, 45CM, 3/8 CIRCLE REVERSE CUTTING 12MM NEEDLE	1 Foil	1 No	6,052	36	2,000
126	S27510	BRAIDED POLYGLYCOLIC ACID SUTURE 6-0, 45CM, 3/8 CIRCLE REVERSE CUTTING 12MM NEEDLE	1 Foil	1 No	2,140	36	800

4.1.5		Category-VII (SURGICAL SUTURES)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
127	S27517	CATGUT NO.1/0 RB 34-40 MM NEEDLE, 70-90 CM	1 Foil	1 No	152,888	36	39,100
128	S27575	MONOFILAMENT BLACK POLYAMIDE 8-0, 3/8 CIRCLE REVERSE CUTTING MICRO POINT SPATULATED 8MM, 30-40CM	1 Foil	1 No	1,729	36	2,600
129	S27576	MONOFILAMENT BLUE POLYPROPYLENE 6- 0, 3/8 CIRCLE TAPER CUT, DOUBLE ARMED ,13MM,70-90 CM	1 Foil	1 No	1,723	36	2,100
130	S27577	MONOFILAMENT POLYAMIDE 10-0, 1/2 CIRCLE MICROPOINT SPATULATED DOUBLE NEEDLE 6MM-30-40 CM	1 Foil	1 No	6,034	36	8,600
131	S27520/1 2	MONOFILAMENT POLYAMIDE 2-0,30- 36MM, 3/8 CIRCLE CUTTING NEEDLE, 70-90CM	1 Foil	1 No	95,493	36	15,900
132	S27523/1 2	MONOFILAMENT POLYAMIDE 3-0,30- 36MM,3/8 CIRCLE CUTTING NEEDLE,70- 90CM	1 Foil	1 No	108,691	36	18,300
133	S27525	MONOFILAMENT POLYPROPYLENE BLUE 1, 70-90CM 1/2 CRB (HEAVY) 40MM	1 Foil	1 No	41,774	36	8,800
134	S27526	MONOFILAMENT POLYPROPYLENE BLUE 1-0, 70-90CM 1/2 CRB 30MM	1 Foil	1 No	25,808	36	5,500
135	S27529	POLIGLECAPRONE 25, UNDYED, SIZE 3/0 WITH 3/8 CIRCLE CUTTING / REVERSE CUTTING NEEDLE 24- 28MM,70-90 CM	1 Foil	1 No	44,017	36	17,700

4.1.5		Category-VII (SURGICAL SUTURES)					
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
136	S27531	POLIGLECAPRONE 25, UNDYED, SIZE 5/0 WITH 3/8 CIRCLE CUTTING / REVERSE CUTTING NEEDLE 12-15 MM,70-90 CM	1 Foil	1 No	4,905	36	3,500
137	S27533	POLYDIOXANONE OF SIZE 1 WITH 1/2 CIRCLE RB, 45- 50MM HEAVY NEEDLE SUTURE LENGTH 1.5 M,FOR SHEATH CLOSURE	1 Foil	1 No	43,028	36	17,800
138	S27535	POLYGLACTIN 910 4-0,ROUND BODY NEEDLE 3/8 CIRCLE , 20MM,70-90 CM	1 Foil	1 No	9,538	36	3,200
139	S27536	POLYGLACTIN 910 OF SIZE 1,1/2 CIRCLE ROUND BODY NEEDLE,35-40 MM ,70-90 CM	1 Foil	1 No	213,532	36	45,300
140	S27537	POLYGLACTIN 910 OF SIZE 1-0,1/2 CIRCLE ROUND BODY 30- 36MM,70-90 CM	1 Foil	1 No	106,806	36	29,400
141	S27538	POLYGLACTIN 910,SIZE 2-0,1/2 CRB,30MM NEEDLE ,70-90CM	1 Foil	1 No	130,453	36	35,100
142	S27539	POLYGLACTIN 910,SIZE 3-0,1/2 CRB,26-30MM NEEDLE ,70-90CM	1 Foil	1 No	59,361	36	15,500
143	S27578	POLYGLYCOLIC ACID SIZE 6/0, 3/8 REVERSE CUTTING 8MM DOUBLE NEEDLE ,70-90 CM	1 Foil	1 No	1,278	36	6,500
144	S27549	POLYPROPYLENE 2-0, 1/2 CRB 26-30MM NEEDLE ,70-90 CM	1 Foil	1 No	46,139	36	9,700
145	S27550	POLYPROPYLENE 3-0, 1/2 CRB 24- 26MM NEEDLE, 70-90 CM	1 Foil	1 No	24,834	36	5,300
146	S27553	POLYPROPYLENE 5-0, 3/8 ROUND BODY 12MM NEEDLE ,70-90 CM	1 Foil	1 No	5,291	36	1,200

4.1.5 Category-VII (SURGICAL SUTURES)							
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
147	S27557	POLYPROPYLENE MESH 0.02 THICKNESS WITH 1.9KG BURST STRENGTH PER SQUARE CM HERNIA REPAIR	15x15 Cm	1 No	10,844	36	3,400
148	S27580	POLYPROPYLENE MESH 0.02 THICKNESS WITH 1.9KG BURST STRENGTH PER SQUARE CM HERNIA REPAIR	(7.5 ± 0.5) x 15 cm	1 No	18,583	36	2,500
149	S27561/1 2	SURGICAL SILK 2-0, 1/2 CIRCLE CUTTING NEEDLE 30MM,70-90 CM	1 Foil	1 No	159,505	36	28,300
150	S27564	SURGICAL SILK 4-0, 1/2 CIRCLE TAPERCUT NEEDLE 17MM,70-90 CM	1 Foil	1 No	11,514	36	2,000
151	S27565	SUTURE PACK SILK NO. 1, 2X70-90 CM	1 Foil	1 No	12,980	36	1,800
152	S27568	SUTURE PACK SILK NO. 2-0, 2X70-90 CM	1 Foil	1 No	13,311	36	1,800

4.1.6 Category-VIII (X-RAY FILMS AND ACCESSORIES)							
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
153	X01012	X- RAY DEVELOPER LIQUID	19.5/Lit.	Packet	5	24	100
154	X01010	X- RAY DEVELOPER POWDER	Powder to make 22.5 Litres	Pkts	40	24	300
155	X01011	X- RAY FIXER LIQUID	19.5/Lit.	Packet	3	24	100
156	X01009	X- RAY FIXER POWDER	Powder to make 22.5 Litres	Pkts	42	24	300

4.1.6 Category-VIII (X-RAY FILMS AND ACCESSORIES)							
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
157	X01013	X-RAY FILM DEVELOPER	Powder To Make 13.5 Litres	Packet	186	24	800
158	X01014	X-RAY FILM FIXER	Powder To Make 13.5 Litres	1 No	175	24	700
159	X01001	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	8" X 10"	Pkts of 50 Nos	64	24	600
160	X01002	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	10" X 12"	Pkts of 50 Nos	91	24	1,300
161	X01003	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	12" X 15"	Pkts of 50 Nos	89	24	1,800
162	X01004	X-RAY FILM-INTRA ORAL PERIAPICAL	SIZE-2(31X41m m)EKTA SPEED IN POLY SOFT PACKET	Pks of 150 Films	1,063	24	28,600

SECTION V

5. SPECIFIC CONDITIONS OF CONTRACT

5.1. Time Limits prescribed

Sl. No	Activity	:	Time Limit	
1	<i>Schedule of dispatch details</i>			
	<i>0th day</i>	:	Letter of Intent (LOI)/Purchase Order or both	
	<i>Within 21 days of LOI</i>	:	The supplier shall submit agreement, copy of LOI duly signed and sealed on all pages in token of acceptance, required Security Deposit and other documents specified in clause 6.23.1 & 6.23.2 as applicable.	
	<i>Within 10 days of Purchase Order</i>	:	The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.	
2	<i>Schedule of purchase order and Supply</i>	:	The first set of purchase orders will be up to 40% of the LOI quantity. Subsequent Purchase orders will be issued for 30% of the LOI quantity.	
			The schedule of supply will be as follows;	
			No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.
			Within 60 days	50%
			Within 70 days	100%
3	<i>Payments against supplies</i>	:	The Payments against invoices will be initiated on receipt and acceptance of 50% of the ordered quantity as per clause detailed in 6.30.	
4	<i>Cancellation schedule of purchase orders/unexecuted portion of LOI/PO</i>	:	<i>Cancellation of purchase orders/unexecuted portion of LOI/PO</i> in the event of failure to supply the ordered quantity shall be as under:	

Sl. No	Activity	:	Time Limit	
			If the supplied quantity is less than 50% of the ordered quantity on the stipulated day, the remaining unexecuted portion of the order and the remaining part of the LOI are liable to be cancelled without notice and the contract with respect to the product(s) is liable to be terminated. Alternate purchase will be made at the risk and cost of the supplier.	
5	<i>Penal provisions for supply inefficiency</i>	1	Delayed supply	A penalty of 0.5% per day of the delayed supply up to a maximum of 10%.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 6.25.5 and 6.26.21 . A penalty of 10% of the value of unexecuted quantity or the extra expenditure incurred for the alternate purchase of the item, whichever is higher will be levied from the defaulted supplier.
6	<i>Release of EMD</i>	1	Unsuccessful bidders	EMD submitted online will be discharged/ refunded automatically to the bidders account after finalizing the tender. In the case of EMD remitted in excess of Rs 50,000 paid by way of DD/BG, the amount will be refunded within 30 days on finalization of the bid.
		2	Successful bidders	EMD submitted online/DD/BG will be released on signing the contract and after furnishing of required Security Deposit. EMD submitted online/DD may also be adjusted towards Security Deposit on request of the bidder.

Sl. No	Activity	:	Time Limit
7	<i>Release of Security Deposit</i>		18 months from date of LOI or 3 months after successful completion of supply whichever is later.

5.2. Eligibility criteria for participating in the tender

5.2.1. Manufacturing License and Product Permit:

5.2.1.1. The bidder shall be the manufacturer/loan licensee having valid manufacturing license for the item(s) quoted / direct importer holding valid import license. Importers shall possess the valid sale license also, as applicable.

For the items other than those defined as 'drugs' in the Drugs & Cosmetics Act 1940, the bidders shall possess valid license(s) granted by appropriate authorities-local bodies, industrial department etc.

5.2.1.2. The bidder should hold product permit duly approved by the Licensing Authority for the products defined as drugs in the D& C act, bids/offer should not be submitted for the product for which the product permit differs with regards to any of the tendered specification.

5.2.1.3. The bidders are permitted to offer one item from more than one manufacturing unit. In such circumstances an inspection fee of Rs 50,000 for each additional manufacturing unit should be remitted to KMSCL, if the additional manufacturing unit has not been inspected by the Tender Inviting Authority in the past 3 years, in the dates specified in **Clause 3.2**.

Distributors/agents/contract manufacturers are not eligible to participate in the tender.

5.2.2. Minimum Offered Quantity:

The total quantity tendered is stated in Section IV of tender document. The bidder shall necessarily offer minimum 50% of the total tendered quantity stated in Section IV. If the quantity offered by the bidder for any of the item is less than 50% of its tendered quantity, the offer for such item will be rejected.

The bidders shall have to submit the offered quantity of each item in the Performance Statement given in Annexure IV of the tender document. The quantity offered in Annexure IV will only be considered for further processing of bid.

For MSMEs situated within state of Kerala, the offered quantity of each item shall be minimum 30% of its tendered quantity.

In case of bidders offering Rubber Gloves, the bidders shall necessarily offer minimum 25% of the total tendered quantity stated in Section IV.

The minimum offered quantity shall, at no case, be more than the production capacity of the manufacturer for the item.

5.2.3. Average Annual turnover:

5.2.3.1. Average Annual turnover in any three years among the last three financial years (2019-20, 2020-21 & 2021-22) shall not be less than the amount specified in the table below:

SL No	Category	Particulars	Average Turn Over required for the last 3 years (in Crores)
1.	Category III	Medical Devices	List 1: 20 List 2: 10
2.	Category IV	Blood Diagnostics Kits and Reagents	25
3.	Category V	Consumables	5
4.	Category VI	Disinfectants and Chemicals	25
5.	Category VII	Surgical Sutures	25
6.	Category VIII	X-ray Films and Accessories	25

5.2.3.2. In case of State Micro, Small and Medium Enterprises (MSMEs) functioning within Kerala State, the average annual turnover for the last three year shall not be less than Rs.50 Lakhs. The bidder shall submit proof of the same (notary attested copy of audited accounts, balance sheet, annual report etc).

5.2.4. Special Cold Storage Facilities:

5.2.4.1. Those bidders offering the items requiring special cold storage condition should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the respective warehouses of the Corporation, by complying cold chain norms.

5.2.4.2. The containers of these items should be provided with temperature variation indicators like vaccine vial monitors or the consignment should be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.

5.2.5. Market Standing:

5.2.5.1. The bidder should have at least 3 (three) years Market Standing as a manufacturer / importer for each drug quoted in the tender.

5.2.5.2. In case of Medical Diagnostic devices and Non Drug items manufactured under Medical Devices Rules, current valid Market Standing certificate issued by licensing authority against the MD license along with previous Market Standing certificates issued by licensing authority shall be submitted by the bidder to prove 3 year Market Standing.

or

The bidder shall submit Current valid Market Standing certificate issued by licensing authority against the MD license along with Sale Invoices of last 3 years to prove three year market standing.”

5.2.5.3. In the case of materials other than drugs, Sale Invoices of last 3 years shall be submitted by the bidder to prove 3 year Market Standing.

5.2.5.4. The bidder should also have manufactured/imported and supplied at least 3 commercial batches of the offered items during the last 3 consecutive years in respect of which the bidder shall furnish the statements of all batches manufactured year wise in the format given as **Annexure-IV**.

5.2.5.5. If a bidder submit Product Permit to manufacture a drug at the tendered monograph but the Market Standing Certificate was issued by the Licensing Authority with different monograph, offer of the item will be considered provided the specification of the item in both monographs is the same.

5.2.5.6. The bidders offering items with IS standards specified in section IV, should possess license for the use of standard mark from the Bureau of Indian Standards(BIS) issued three years prior to the date of notification of tender and their valid renewals.

5.2.6. GMP Certificate:

5.2.6.1. The bidder should hold valid GMP (Good Manufacturing Practices Certificate) in respect of production units and the products quoted, for those items defined as ‘Drugs’ under Drugs and Cosmetics act.

5.2.6.2. If the offered products are manufactured from more than one unit, all the units shall be GMP certified.

5.2.7. Non Conviction Certificate:

The bidder shall not be convicted under the Drugs and Cosmetics Act and other laws administrated by the department and no prosecution actions shall be in progress or pending against the licensee and the license of the firm shall not be cancelled or suspended for non compliance of provisions of Drugs and Cosmetics Act 1940 and the rules 1945.

5.2.8 Minimum Required Shelf Life:

Tender should not be submitted for a product with shelf life lesser than that specified in section IV (List of items tendered) of the tender document.

5.2.9. Blacklisted/Debarred/Rejected by Tender Inviting Authority or other agencies.

5.2.9.1. Tender should not be submitted for the Firms /Concern/Company or for any product(s) which stand(s) blacklisted by KMSCL for any reason.

5.2.9.2. Tender should not be submitted for the Firms/Concern/Company which has/have been blacklisted/debarred/banned by any State/Central Government organization for reason of Quality Non-compliances, GMP-non compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.

5.2.9.3. Tender should not be submitted for the product(s) for which the Firms/Concern/Company stands blacklisted/debarred by the State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.

5.2.9.4. If Product(s)/Bidder/Supplier is blacklisted/debarred by another State/Central Government agency for the reason of Quality non-compliances, GMP non-compliance, major violation of D & C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of Contract/execution of agreement, the product(s)/bidder/supplier will be liable for termination of contract/ cancellation of Purchase orders/Letter of Intent etc.

5.2.9.5. The product(s)/bidder/supplier will be liable for termination of contract/cancellation of purchase order/Letter of Intent etc, in the event of any conviction/initiation of prosecution under the D & C Act at any stage after submission of bid.

5.2.9.6. A bidder who had withdrawn after participating in any of the previous bids of KMSCL for the year 2020-21, 2021-22 and 2022-23 is not eligible to participate in this tender in respect of the product(s).

5.2.9.7. Tender should not be submitted for the product(s), for which the purchase order(s) for which has/have been cancelled during 2022-23.

5.2.9.8. Tender should not be submitted for a product, if any three batches of that product manufactured and supplied by the company to KMSCL in the tender 2020-21, 2021-22 and 2022-23 had failed in quality.

5.2.10. Inspection of Manufacturing Premises:

Those firms which were disqualified in factory inspection conducted by KMSCL as part of tenders for the years 2020-21 are permitted to participate in this tender only on remittance of Rs. 1,00,000 extra towards re- inspection fee as detailed in **clause 6.17**. Participation of such firms without remittance of re-inspection fee will lead to summarily rejection of their bids.

5.3. Price Preferences to PSUs/ MSMEs within Kerala

5.3.1. Price preference not exceeding 15% for both State MSMEs and State Public Sector Undertakings shall be available for products manufactured by them within the State of Kerala.

5.3.2. For State MSMEs functioning within the State of Kerala quoting price within the price band of L1 + 15% for a product manufactured within the State of Kerala for the quantity as may be decided by TIA.

5.3.3. For the purpose of granting price preference to those firms as noted in **Clause 5.3.1** above, those rates (**Landed price exclusive of GST**) less than or equal to 15% above the L₁ rate alone will be considered.

15% price preference will be calculated as follows:-

15% of Landed price (exclusive of tax) of Non-MSME = X.

X+ Landed price (exclusive of tax) of Non MSME, should be less than or equal to the Landed price (exclusive of tax) of MSME.

eg :- If the Landed price (exclusive of GST) of Non MSME is Rs.100, the Landed price (exclusive of GST) of MSME should be less than or equal to Rs.115.

5.3.4. State PSUs & MSMEs manufacturing products within the State of Kerala are exempted from remitting the Tender Document fee and EMD.

SECTION VI

6. GENERAL CONDITIONS OF CONTRACT

6.1 This section deals with the general conditions of contract and contains the following terms & conditions.

6.2 Responsibility of verification of contents of Tender Document:

6.2.1. Bidders shall examine all instructions, forms, terms and specifications in the Tender Document and confirm that the required documents as in **clause 6.9** are duly uploaded in the e- bid.

6.2.2. Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summarily rejection of bids, without any notice.

6.3 Tender Document and Earnest Money Deposit

6.3.1. The specifications and terms and conditions governing the supply of drugs/supplies are contained in this “Tender Document”.

6.3.2. The Tender Document is to be downloaded from the e-Procurement portal www.etenders.kerala.gov.in. The Tender Document is also available in the official website of the Corporation.

6.3.3. The Tender Document fee and the EMD required for this tender are as specified in Section III and the payment shall be as specified in **Clause 6.4** below. The EMD payable for each item is as specified in Section IV. Where the total of the EMD payable is more than Rs.50,000, Rs.79,500 (Minimum EMD of Rs.50,000 + Tender Document Cost of Rs.29,500) shall be paid online and the balance amount shall be submitted by DD/BG within the dates specified in Section III.

6.3.4. State Public Sector Undertakings and MSMEs registered within the State of Kerala are exempted from remittance of EMD and Tender Cost subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala.

6.3.5. None of the bidders other than those specified in **Clause 6.3.4** above, are exempted from the remittance of EMD and Tender document cost, in any case.

6.3.6. Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summarily rejection of the bid.

6.3.7. No interest will be paid for the EMD furnished.

- 6.3.8. The EMD will be forfeited, if a bidder/ successful bidder;
- 6.3.8.1. Misrepresents facts or submit false/fake documents during the tender process.
 - 6.3.8.2. Violates any terms and conditions of the Tender Document.
 - 6.3.8.3. Withdraws its bid after the opening of Technical Bid;
 - 6.3.8.4. Fails to sign the contract after issuance of letter of intent or to produce hard copies of the documents, as specified.
 - 6.3.8.5. Fails to furnish security deposit after issuance of letter of intent.

6.4. Mode of payment of Tender Document Cost & EMD

- 6.4.1. For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website (www.etenders.kerala.gov.in)
- 6.4.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in) should ensure the following:

- 6.4.2.1. **Single transaction for remitting Tender Document fee and EMD:** Bidder should ensure that Tender Document fees and EMD are remitted **as single transaction and not separate**. Separate or split remittance for Tender Document fee and EMD shall be treated as invalid transactions.

Where the EMD to be paid is more than Rs.50,000 the excess amount shall be paid by way of DD/BG.

- 6.4.2.2. **State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of the listed banks for making the remittances in e-procurement system.

- 6.4.2.3. 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 proceed 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 Holder may click Other Banks option to view the bank selection page. Here, bidders can select from any of the listed Banks to proceed with its Net Banking Facility, for remitting the payments.

- 6.4.2.4. Transaction Charges for Other Banks is fixed, 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.
- 6.4.2.5. Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The suppliers bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.
- 6.4.2.6. **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.
- 6.4.2.7. **One Remittance form per bidder and per bid**: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
- 6.4.2.8. The bids will not be considered for further processing if bidders fail to comply on **Clauses 6.4.2.1 to 6.4.2.7** above and tender fees and EMD will be remitted back to the account from which it was received.
- 6.4.2.9. The Earnest Money Deposit required for each item tendered is specified in **Clause 4.1** in Section IV. The amount of EMD to be submitted by the bidder shall be the total of EMD required for each of the item quoted by the bidder, subject to minimum of Rs.50,000. If the total EMD required for a bidder is above Rs.50,000, Rs.50,000 shall be paid online along with the cost of tender document fee and the balance of EMD shall be submitted at the Head Office of the Corporation by way of DD/BG drawn in favour of Managing Director, KMSCL. *for eg:* for a bidder quoting 4 items, the EMD to be submitted is calculated by adding the value of EMD mentioned against each item in **Clause 4.1**. If the value thus arrived is 50,000 or less, the minimum required amount of EMD of Rs.50,000 shall be paid together with Tender Document cost of Rs.29,500 as single online transaction of Rs.79,500 in the manner specified in **Clause 6.4**.

If the total EMD required is more than Rs.50,000, the amount of Rs.50,000 shall be paid together with the tender document fee as single transaction of Rs.79,500 [Rs.50,000 + Rs.29,500 = Rs.79,500] as specified in **Clause 6.4**.

The balance required amount of EMD shall be submitted at the Head Office of the Corporation as DD drawn in favour of Managing Director, KMSCL payable at Thiruvananthapuram or as BG as per the format in **Annexure-VIII**, valid for a minimum period of 8 months from the date of opening Technical Bid.

- 6.4.3.** The balance required EMD in the form DD/BG shall be submitted in a sealed cover super scribing, **“Earnest Money Deposit for Tender No. KMSCL/ED/III-VIII/RC/2022/012 dated 22.10.2022 for the procurement of Drugs/supplies for the year 2023-24”**. The sealed cover shall be addressed to;

The Managing Director
Kerala Medical Services Corporation Ltd
Thycaud P.O, Thiruvannathapuram-695014
Kerala

- 6.4.4.** In case of EMD submitted by the bidder is not sufficient to meet the EMD requirement of all their items quoted, the available EMD will be adjusted as per the order of items furnished by the bidder in the Bid Offer Form (**Annexure-II**) along with the Technical Bid, till the EMD is exhausted. Further, the offer of the bidder for remaining items, will be treated as non-responsive for want of the EMD and will be summarily rejected. Any part value of EMD remaining unadjusted will be treated as an excess value furnished. There will not be any provision to re-submit the balance EMD amount after the last date and time of receipt of balance EMD specified in **clause 3.2** of tender document.

6.5. Guidelines for preparation of Tender

- 6.5.1.** The bidders shall provide a checklist as per **Annexure I** at the time of uploading the documents so as to enable the Tender Inviting Authority to prima facie verify the compliance of all tender conditions. **All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page nos shall be written in the respective columns in the check list Annexure I.**
- 6.5.2.** *Language of Bid:* All the documents submitted by the bidder shall be in English or in Malayalam. Supporting documents furnished in other languages shall be accompanied by an authenticated (by the authority concerned)

- accurate translation of the relevant passages in English or Malayalam. Failure to submit authentic translation of documents would be deemed as “Not Submitted” and will result in rejection of offer.
- 6.5.3. Softcopy of all Annexures in Microsoft word editable format is made available in the website of the Corporation.
 - 6.5.4. The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. Notary attestation wherever specified will be in addition to the attestation of the bidder as above.
 - 6.5.5. The person signing the documents shall have due Power of Attorney/Resolution of the Board made by the Board of Directors/Partnership/Proprietor etc in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document. The photo of the person authorized to sign the document shall be affixed to the Power of Attorney with due authentication. Where the Managing Director/Managing Partner or sole Proprietor signs the tender and accompanying documents a notarized document attesting the signature of the person shall be furnished. The Power of Attorney shall be in non-judicial stamp paper duly attested by Notary Public.
 - 6.5.6. The bidder shall carefully read and understand all the terms and conditions in the tender document including the amendments, if any. The bidder shall furnish a declaration and undertaking as in **Annexure-V** of having read and accepted the contents of the Tender Document in full. The plea of ignorance or failure to understand the terms and conditions of the tender will not be acceptable.
 - 6.5.7. All the bid documents submitted shall be legible and be clearly readable. Illegible documents uploaded along with the bid if any, will not be considered and bid will be subject to rejection.
 - 6.5.8. A prospective bidder requiring any clarification of the Tender Documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority’s mailing address/fax number indicated in this Tender Document before one week to the tender submission date.

6.6 Period of Validity of Tender

- 6.6.1. The tender must remain valid for minimum 180 days 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.

- 6.6.2. Prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidder, extend the bid validity for another period of 30 days.
- 6.6.3. The bidder who has extended the bid validity is not required or permitted to modify its bid.
- 6.6.4. The bidder cannot withdraw the bid within the minimum price firmness period of 180 days from the date of opening of Price bid.
- 6.6.5. Withdrawal or non-compliance of agreed terms and conditions after award of contract/execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder as per the procedure detailed in **Clause 6.39**.

6.7 Amendment of Tender Documents:

Also at any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, or as per directions of the Government, modify the condition in Tender Documents by an amendment. All amendments will be notified through the Corporation's website. The Tender Inviting Authority may, at his discretion, extend the date and time for submission of bids. Bidders/ Prospective bidders are advised to browse the website of the Tender Inviting Authority for information/ general notices/ amendments to Tender Document etc on a day to day basis till the tender is finalized.

6.8 Tendering System

- 6.8.1. The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.
- 6.8.2. The TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder and shall be submitted in the manner prescribed in **Clause 6.9**.
- 6.8.3. The Tender has been called for in the generic names of drugs and other materials. The bidders should quote the rates for the drugs and other materials in generic names. The products offered shall comply with the tender specifications given in **Section IV**. Any variation found will result in the rejection of the tender.
- 6.8.4. Bids *for the supply of drugs/supplies* with cross conditions like “*offering different strength/specification/unit and lower shelf life other than tendered*” shall not be made by the bidder. Such attempts to mislead the TIA will be treated as violation of tender condition and the offer will be rejected. If such violation is noticed even after the award of contract, agreement for the product will be terminated and the alternate purchase will be made at risk and cost of the supplier.

- 6.8.5. Bid offer for the supply of drugs/supplies with cross conditions like “AT CURRENT MARKET RATES”, “SUBJECT TO AVAILABILITY OF RAW MATERIALS” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be accepted.
- 6.8.6. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 6.8.7. The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government/NPPA and/or the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 6.8.8. The rates quoted and accepted will be binding on the bidder during validity of the bid and any increase in the price will not be entertained till the completion of the contract period except statutory levies as may be applicable.
- 6.8.9. The bidder shall allow inspection of the factory at any time by an expert or team of Experts/Officials of the Tender Inviting Authority. The bidder shall extend all assistance and co-operation to the team to enable to inspect the manufacturing unit, quality control measures adopted etc., in the manufacture of the drugs/supplies. Photographs of the key manufacturing areas shall be permitted to be taken.
- 6.9 **Contents of the Technical Bid:**
- 6.9.1. **The following documents shall be uploaded online in PDF format along with the Technical Bid. The bid offer form as per Annexure II shall be submitted in PDF as well as in Excel Format.**

Sl. No.	Document to be uploaded
1.	Check list in Annexure - I .
2.	Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD & Tender document cost.
3.	The details of offline EMD submitted as DD/BG if applicable.
4.	The details of Re-inspection fee @ Rs1,00,000 submitted as DD, if applicable as per clause 5.2.10 .
5.	The details of factory inspection fee @ Rs 50,000 for each additional unit submitted as DD, if applicable as per clause 5.2.1.3 .
6.	Bid offer form in the format prescribed in Annexure - II (PDF) .
7.	Bid offer form in the format prescribed in Annexure - II (Excel) .

Sl. No.	Document to be uploaded
8.	Notary attested copy of Annual turnover statement for last 3 financial years in the format given in Annexure - III certified by the Auditor.
9.	<p>Notary attested copies of;</p> <ol style="list-style-type: none"> i. Original MD License/Manufacturing License in Form 25, 25-A, 28, 28-D, 28-E etc. ii. Certificate of renewal/Valid retention certificate of manufacturing license. iii. Product permit duly approved by the Licensing authority for all product(s) offered. <p>Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the Product permit. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.</p>
10.	<p>Notary attested copies of;</p> <ol style="list-style-type: none"> i. Valid import license in Form 10 ii. Previous import licenses issued 3 years prior to the date of notification of the tender, if the product is imported.
11.	<p>Notary attested copies of;</p> <ol style="list-style-type: none"> i. Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for the items defined as drugs under D&C Act. ii. In case of imported drugs, bill of lading/sales invoices/market standing certificate issued by licensing authority to prove that the product is being imported/marketed by the bidder in last 3 years. iii. In case of Medical Diagnostic devices and Non Drug items manufactured under Medical Devices Rules, current valid Market Standing certificate issued by licensing authority against the MD license along with previous Market Standing certificates issued by licensing authority shall be submitted by the bidder to prove 3 year Market Standing. or The bidder shall submit Current valid Market Standing certificate issued by licensing authority against the MD license along with Sale Invoices of last 3 years to prove three year market standing. iv. In the case of materials other than drugs, Sale Invoices of last 3 years shall be submitted by the bidder to prove 3 year Market Standing.
12.	Notary attested copy of valid license for the sale of items imported by the firms issued by the licensing authority, in the case of imported products.
13.	<p>Notary attested copy of valid GMP Certificate in respect of the production units and the products defined as Drugs in the D&C Act. If the offered products are manufactured from more than one unit, valid GMP certificate for all the units shall be produced.</p> <p>In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.</p>
14.	Notary attested copy of current Non-conviction Certificate issued by the

Sl. No.	Document to be uploaded
	licensing authority of the concerned State. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.
15.	Notary attested Performance Statement for each item quoted shall be submitted by the bidders for each item as in Annexure IV specifying the following; <ul style="list-style-type: none"> i. details of Offered Quantity. ii. production capacity iii. details of batches manufactured during last 3 years
16.	Notary attested copy of Power of Attorney/Resolution of Board.
17.	Notary attested copy of Undertaking/Declaration in the format prescribed in Annexure - V .
18.	Notary attested copy of Audited Balance Sheets and Profit and Loss statement for three years from 2019-20, 2020-2021 & 2021-22.
19.	In case of items where IS standards are specified in list of items tendered (Section IV), the notary attested copy of the <ul style="list-style-type: none"> i. Valid renewal license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS). ii. License issued by Bureau of Indian Standards (BIS) 3 year prior to the date of notification of the tender for the use of standard mark (IS) to prove 3 year market standing of the product and its renewals.
20.	Notary attested copy of details of technical personnel employed in the manufacture and testing of items (Employees' Name(s), Qualification(s), and Experience).
21.	Notary attested details of the Bidders and Manufacturing Unit in the format prescribed in Annexure - VII .

Note: - *The certificates of GMP, non-conviction, market standing etc produced shall be either for production before KMSCL or in general terms and shall be currently valid or issued within one year to the date of notification of the tender*

6.10 Price Bid(BOQ)

6.10.1 The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.

6.10.2 The PRICE BID will contain only the "Price Bid Form" (BOQ) and every bidder shall submit their rates in the prescribed proforma attached to the online bid document.

- 6.10.3 The Price Bid shall be submitted online in the format given . The Price Bids submitted in any other format or as hard copy will be treated as non-responsive and not considered for tabulation and comparison.
- 6.10.4 The price bid (BOQ) file shall be downloaded from the e-tender portal and quote the prices on respective fields before uploading it. **The bidders shall not rename the BOQ files downloaded.** Bidders are allowed to enter the bidder name & values only.
- 6.10.5 The total percentage of GST applicable to each item, as per available records, are already noted in the column no.6 of BOQ.
- 6.10.6 The bidder shall necessarily quote the Basic rate per unit inclusive of the material/production cost, freight, Insurance, loading & unloading, handling charges at various heads etc in the column no.7 of BOQ.
- 6.10.7 The GST values ((IGST/CGST/SGST) for all the offered items shall be filled by the bidder in the column no.8,9 &10 of BOQ for reference purpose only.
- 6.10.8 The GST value will be calculated automatically and reflected in the column No.11 of BOQ based on the total GST % (Column No.6) already noted by KMSCL.
- 6.10.9 The landed price (final price) including GST, will be automatically reflected in Column No 12 of BOQ by addition of the Basic price (entered by the bidder) and GST value (automatically calculated based on the GST% noted by KMSCL).
- 6.10.10 If there is any difference in the GST values stated by the bidder (column no.8, 9 &10 of BOQ) and that in column No.11, the rate notified by the GST Council of India will prevail and the decisions taken by TIA accordingly will be considered final.
- 6.10.11 The detailed guidelines to fill the Price Bid (BOQ) format is attached as **APPENDIX -I.**

The Column No. 1,2,3,4,5,6,11 &12 of BOQ are edit protected, which shall not be modified/ edited by the bidder.

The Column No. 7,8,9 & 10 of BOQ file (Basic price & GST values) shall be filled by the bidder.

- 6.10.12 The Basic price and GST values entered in the BOQ shall be in four decimal places exactly.
- 6.10.13 The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking.
- 6.10.14 The price bid (BOQ) once quoted is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender.
- 6.10.15 If there is an error in connection with the GST% or GST value, the final rate will be corrected to the actuals as per the prevailing GST norms. If the bidder

does not accept the correction of errors the bid of the item will be disqualified and the EMD will be forfeited.

6.11 Submission of Tender

6.11.1. The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents mentioned in **Clause 6.9.1** in the e-tender portal.

6.11.2. In the event of any document found submitted along with the bid or thereafter by the bidder or his representative, fabricated / forged / tampered / altered / manipulated during verification, the bid will stand rejected and the EMD of the bidder shall be forfeited and the bidder is liable to be blacklisted as per **clause 6.39**.

6.11.3. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "**etenders.kerala.gov.in**".

6.11.4. If a particular document/certificate to be uploaded as specified in **Clause 6.9.1**, is not applicable for a bidder, to avail such claim the bidder shall attach a scanned copy of declaration in the official letter head stating as to why the specific document is not applicable/exempted/not available for the bidder in connection to this tender. Failure to attach any of the documents specified in the Technical Bid requirement of the e-procurement portal will lead to rejection of the bid automatically.

6.11.5. Tender by any other means is void.

6.12 Deadline for submission of Tender.

6.12.1. The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule (Section III) alone will be accepted by the system. Online bids/balance EMD not submitted within the stipulated time scheduled in Section III will not be accepted.

6.12.2. In the event of the date specified in Section III for submission of EMD for the amount in excess of Rs.50,000 is declared as a holiday under Negotiable Instruments Act, it will be received up to the appointed time on the next working day.

6.12.3. If the date set for submission of online tender is declared as a holiday under Negotiable Instruments Act, the tender can be uploaded till 5.00 PM on the next working day. Consequently the date and time of opening of the Technical Bid will also be extended.

6.13 Modification and Withdrawal of Bids

6.13.1. The bidder may modify or withdraw its bid after the bid submission before last date and time of submission of online Tender.

6.13.2. No bid will allowed to be withdrawn in the interval after the last date & time of submission of online Technical Bids and the expiration of the period of bid validity specified in the Tender Document. Withdrawal of a bid during this interval will result in the forfeiture of its EMD and may lead to blacklisting of the bidder for a period up to 3 years from the date of issue of such order and the bidder shall be ineligible to participate in any of the bids of the Tender Inviting Authority for that period.

6.14 Opening of Tender

6.14.1 The opening of the Technical Bid and the Price Bid will be done online as notified. The date of opening of price bid will be announced only after the opening and evaluation of Technical Bid. The date and time of price bid opening will be published on the website of the Corporation along with the list of qualified bidders in the technical evaluation.

6.14.2 The bidder shall be solely responsible for properly super scribing and sealing the envelope submitting DD/BG for EMD in excess of the amount paid online. The Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the Technical Bid.

6.15 Evaluation of Tender

6.15.1 The findings as to whether the bids are responsive or non-responsive will be published in the website of the Corporation.

6.15.2 Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected. Utmost care should be taken to see that all the required/proper documents are uploaded.

6.15.3 Bid offer form (**Annexure-II**) in PDF format submitted online alone will be considered for bid evaluation. If any discrepancy found with excel format, details submitted in the PDF format will prevail.

6.15.4 The status of bidders/products after technical bid evaluation will be published in the website of the Tender Inviting Authority, inviting complaints / suggestions from the bidders / public.

6.15.5 The complaints/ suggestions/ comments received will be scrutinized and their findings along with the list of bidders qualified for Price Bid opening along

with the date of opening of the Price Bids will be published in the Corporation's website.

- 6.15.6 The Price Bids will be scrutinized and the provisional drug wise rate list of all the accepted products of the eligible bidders will be published in the website of the Tender Inviting Authority inviting complaints / suggestions/comments from the bidders / public.
- 6.15.7 The status of the bidders after the opening of the price bid are available in the e-Tender web-site of the NIC will be a provisional one. The final product wise status will be published in the official web-site of the Corporation.
- 6.15.8 The complaints / suggestions/ comments received will be scrutinized and the findings along with the rank list (L1, L2, L3 etc) will be published in the website of the Corporation.
- 6.15.9 Final rate list of L1 bidders will be published in the website of the Corporation.
- 6.15.10 Where the production facilities of the bidder or the level of compliance of GMP requirements are found to be not satisfactory after acceptance of the Bid or the Award of Contract, the TIA shall have the right to terminate the Contract and to make alternate purchase of the tendered quantity the risk and cost of the supplier.
- 6.15.11 A bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority/Award of contract, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected, the agreement will be terminated and the bidder is liable to be blacklisted. The alternate purchase of the contract quantity will be made at the risk and cost of the supplier.
- 6.15.12 The Tender Inviting Authority's decisions on the tender submitted may be based on the recommendations made by the various technical committees or otherwise as per the clauses as mentioned above.

6.16 Qualitative Evaluation of Samples

- 6.16.1 The bidders shall furnish specified No of samples of the items listed in **Appendix III** for qualitative evaluation, free of cost, to the Tender Inviting Authority on the dates specified in Section III.
- 6.16.2 The bidders shall submit 4 sets of blinded samples(only the tender code No, name of the item & drug code as in tender document shall be printed on the

label) and 1 set of sale pack(with all prescribed label claim including Manufacturer name, Batch No., Manufacturing Date, Expiry date etc) with additional details like tender code No & Drug code. The bidder shall also furnish the in house test report of the items along with the sample submission.

- 6.16.3 The blinded samples will be handed over to the technical committee for Sample evaluation. The decision of the technical committee on acceptance/rejection of the sample will be final and shall not be disputed.
- 6.16.4 No samples will be accepted after the period specified in Section III. In the event of non submission of samples, the offer for such item will not be considered. The items submitted as samples for evaluation should be of the same specifications for which the tender has been quoted. Any deviations from this will result in rejection of the offered product.
- 6.16.5 The samples for evaluation shall be submitted in a separate sealed cover superscripted by “**TENDER.NO. KMSCL/ED/III-VIII/RC/2022/012 dated 22.10.2022 FOR THE PROCUREMENT OF DRUGS /SUPPLIES (CATEGORY-III-VIII) FOR THE YEAR 2023-24**” only and no other identity marks, address etc shall be shown anywhere on the cover. The In house Test Report and the details of samples such as drug code, drug name, specification, name of the manufacturer, number of samples submitted etc., shall be furnished on the letter head of the firm and to be kept inside the cover.

6.17 Inspection of Manufacturing Facilities

- 6.17.1 Inspections of the production and related facilities of bidders/suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract.
- 6.17.2 Re-inspection of manufacturing units of bidders disqualified in factory inspection as part of the tenders for the year **2020-21** will be conducted on remittance of re-inspection fee of Rs.1,00,000 extra, which is not refundable.

The re-inspection fee shall be submitted as separate Demand draft drawn in favour of the **Managing Director, KMSCL payable at Thiruvananthapuram** as specified in Section III of tender document.

- 6.17.3 Where inspections are conducted as above, all parts of the manufacturing units including the quality control section will be subjected to rigorous inspection/auditing, irrespective of the items quoted. The bidder/supplier shall have to provide necessary arrangements for inspection of all the

sections of the manufacturing unit. The denial of permission to inspect the manufacturing unit or failure to co-operate with the inspection of the different facilities or in providing information as per the details in the Standard Inspection Report format, will lead to disqualification.

- 6.17.4** The availability of plant & machinery, technical experts, analytical facilities of quality control lab etc as claimed in the documents submitted along with the compliance of standard operating procedures adapted for the production of quality assured products, and in case of drugs, all other parameters mentioned in the Schedule M of the Drugs and Cosmetics Rules shall be evaluated by the team for considering the eligibility of the firm. Claim of holding the valid GMP certification/valid license will be of no avail for eligibility, if the procedures as stipulated in the schedule M of the Drugs and Cosmetics Rules are not duly complied with, or if the available plant/machinery are not in working condition at the time of inspection. Tender offer will be rejected/ contract will be terminated with due notice in such cases.
- 6.17.5** Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- 6.17.6** Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during inspection. Failure to produce any of the original documents will result in the rejection of the tender offer deeming that the supplier had made false statement at the time of the bid.
- 6.17.7** Key manufacturing areas will be photographed by the inspection team, as part of transparency and cross verification. Denial of permission for photographing may result in the rejection of tender offer deeming that the supplier had made false statement at the time of the bid.
- 6.17.8** Failure to observe any of the conditions of the licenses issued under the Drugs and Cosmetics Act, by the manufacturer, if reported by the inspection team will result in the rejection of the Tender offer deeming that the supplier had made false statement at the time of the bid.
- 6.17.9** Any firms during the inspection/re-inspection, found non complying with the requirements, will be rejected. In such case an amount of Rs 50,000 will be deducted from the EMD/any money due to the supplier.
- 6.17.10** The Tender Inviting Authority, or his authorized representative(s) has/have the right to inspect the factories of bidders, before releasing any purchase order(s) or at any point of time during the continuance of the tender and also

has the right to reject the tender or terminate / cancel the purchase orders issued and or not to re-order, based on adverse reports brought out during such inspections.

6.17.11 In case of rejection in factory inspection after award of contract, alternate arrangements will be made for the procurement of the item from any other bidder willing to supply the product within the minimum delivery period, irrespective of the bid status, or from the open market and the additional expenditure incurred will also be recovered from any money due to the supplier.

6.18 Acceptance /Rejection of bids:

6.18.1. The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, user institution, State Government and above all, in public interest.

6.18.2. The Tender Inviting Authority attaches prime importance to the quality of the product supplied and competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule in addition to looking at the prices of the products offered.

6.18.3. Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the Price Bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are made in the Price Bid.

6.18.4. At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order for the supply of all items or for any one or more of the items in a tender even after it is awarded to the successful bidder for breach of terms and conditions of the tender document and agreement. Contraventions of the Drugs and Cosmetics Act and Rules as noticed by the TIA will also amount to breach of the terms and conditions of the Tender Document and the Contract.

6.19 Other terms and Conditions

6.19.1 The bidder will be responsible for making all statutory payments such as Income Tax and other statutory levies. If it is found that some statutory deduction is to be made at the source, the Tender Inviting Authority will have the authority to do so from the value payable for the goods supplied or from any amount due or becoming due to the supplier.

6.20 Notices

6.20.1 The Tender Inviting Authority will publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

6.20.2 The tender notices, documents, amendments, corrigendum, addendum etc, if any at any stage of tender process.

6.20.3 Results of the responsiveness of the Technical Bids.

6.20.4 List of bidders qualified for Price Bid opening and reasons for rejection of unqualified bidders.

6.20.5 Product wise rate list with the bid ranking status.

6.20.6 L1 rate list/ bid ranking status.

6.20.7 Final rate list.

6.20.8 Such other information which the Tender Inviting Authority desires to notify the stakeholders.

6.20.9 All notices or communications relating to or arising out of this tender or any of the terms there of shall be considered duly served on or given to the bidder/supplier if published in the website of the Corporation/e-mail/fax/post/courier or left at the premises, places of business or abode/communicated in any other manner.

6.20.10 The effective date of a notice shall be the date on which the notice is published in the website or when delivered to the recipient by e-mail/fax or the effective date specifically mentioned in the notice whichever is earlier.

6.21 Award of Contract

6.21.1 *Criteria:* - *The subject tender is a running contract.* The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation subject to the reservations and preferences to the State MSMEs/PSUs.

6.21.2 *Variation of quantities during currency of Contract:* - The quantity of the requirement stated in this Tender Document is an estimated one for the purpose of the contract. The variations as noted above will be $\pm 25\%$ without any change in the agreed rate and other terms & conditions.

6.22 Letter of Intent

6.22.1 The Tender Inviting Authority shall issue Letter of intent/ Purchase Order in respect of the material selected. Communication by email will be deemed as valid communication.

6.23 Signing of Contract

6.23.1 The successful bidder, upon receipt of the Letter of intent, shall furnish the following documents within 21 days from the date of receipt of LOI.

- i) an agreement in the prescribed format as given in **Annexure-IX** in a non-judicial Kerala stamp paper of value of Rs.200.
- ii) Security Deposit amounting to 3% of total LOI value.
- iii) copy of the Letter of Intent duly signed and sealed by the supplier.
- iv) notary attested documentary evidence for the constitution of the company.

6.23.2 The successful bidder at the time of submission of the agreement shall furnish copy of notary attested documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, along with notary attested copies of Form 32 whenever there is a change of Directors, Latest Partnership deed (Notary attested copy) etc. The list of present MD & Directors of the firm shall also be furnished separately.

6.23.3 The purchase order will be placed after the issuance of Letter of Intent, pending execution of agreement and the supplier shall execute the supply as per terms and conditions in the tender.

6.23.4 If the successful bidder fails to execute the agreement and/ or to deposit the required security deposit and/ or to furnish the required documents, within the time specified or withdraws the tender, the award will stand cancelled and the Earnest Money Deposit deposited along with the tender shall stand forfeited without any notice and the bidder shall also be liable to be blacklisted as specified in **Clause 6.39**.

6.23.5 If the withdrawal is in respect of particular product/products under the circumstances or the situations as above, the EMD will stand forfeited in respect of that/those product(s) and the product(s) will also be liable to be blacklisted as per **Clause 6.39**.

6.23.6 Withdrawal after award of contract will necessitate alternate purchase at the risk and cost of the bidder and the additional cost over and above the accepted price will be recovered from any payments /deposits/BG/by the way of revenue recovery.

6.23.7 Non-compliances in any of the contract provisions will lead to the termination of contract and will be liable for blacklisting as per **Clause 6.39**.

6.24 Security Deposit (SD)

6.24.1 There will be a Security Deposit (SD) amounting to 3% of the total value of the awarded items as per Letter of Intent including taxes, which shall be furnished by the successful bidder to the Tender Inviting Authority within 21 days from the date of communication of LOI.

6.24.2 The Security Deposit should be paid upfront along with each contract on or before the due date fixed in the LOI by Tender Inviting Authority in the form of

i. Demand Draft drawn in favour of the Managing Director, Kerala Medical Services Corporation Limited payable at Thiruvananthapuram

or

ii. Bank Guarantee in the format as given in **Annexure -X** valid for a period of 18 months from the date of Letter of Intent

or

iii. Fixed Deposit Receipt (FDR) pledged in the name of The Managing Director, Kerala Medical Services Corporation Limited valid for a period of 18 months from the date of Letter of Intent.

6.24.3 The Security Deposit shall be denominated in Indian Rupees and shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee/Fixed Deposit Receipt issued by a Scheduled / Nationalized bank in India and endorsed in favour of the Tender Inviting Authority.

6.24.4 In the event of any failure /default/deviations from the tender agreement of the successful bidder with or without any quantifiable loss to the Tender Inviting Authority, the amount of the Security Deposit is liable to be forfeited.

6.24.5 The Bank Guarantee submitted in place of EMD/Security Deposit shall be in the prescribed format as in the Annexures to this document. Bank Guarantee in no other form will be accepted and will be liable for rejection of the same.

6.25 Purchase Procedures

6.25.1 After the conclusion of Price Bid opening, the lowest offer (after giving preferences to MSMEs and State PSUs) is declared as L₁ rate and the bidder offering the L₁ rate for the item for which the tender has been invited shall be called as the L₁ bidder.

6.25.2 The L₁ bidder is eligible for placement of Purchase Orders for the item and if there is more than one L₁ supplier, the purchase orders for the requirement of items will be placed among them in equal proportions.

6.25.3 If the Offered Quantity of L1 bidder is less than the total tendered quantity, then

- i) orders for the offered quantity will be placed with the L1 bidder.
- ii) the remaining tendered quantity may be ordered to the next eligible bidder whoever has given written consent to supply at the rates offered by the L1 bidder.
- iii) if none of the bidders have agreed to supply at the L1 rate, then the balance tendered quantity will be purchased from the L2 bidder at L2 rates.

6.25.4 The division of tender quantity to State MSMEs is as follows;

6.25.4.1 If the state MSME has quoted the lowest rate and offered 100% of the tendered quantity the entire tender quantity will be awarded to them. But if;

- a) there is any another state MSME coming within the price preference of L1 +15%, they will be awarded 50% of the tendered quantity.

If there are more than one state MSMEs coming within the price preference of L1 +15% then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

- b) if no state MSME is coming within the price preference of L1+15% then, other eligible state MSME in the bid ranking status bringing down their rate to L1 rate will be awarded 50% of the tender quantity.

If no state MSME is coming within the price preference of L1+15% and more than one state MSMEs in the bid ranking status are bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

6.25.4.2 If the state MSME has quoted the lowest rate and has not offered 100% of the tender quantity,

a) the 50% of the tendered quantity will be awarded to the state MSME coming within the price preference of L1 +15%.

And if there are more than one state MSMEs coming within the price preference of L1 +15% then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

b) if there is no state MSMEs coming within the price preference of L1 +15%, then the other eligible state MSME in the bid ranking status bringing down their rate to L1 rate will be awarded maximum of 50% of the tender quantity.

If no state MSME is coming within the price preference of L1+15% and more than one state MSMEs in the bid ranking status are bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

6.25.4.3 If the rate quoted by state MSME is not L1 but comes within the price band of L1+15%, then orders will be placed for 50% of the tendered quantity.

a) If more than one state MSMEs comes within the price band of L1 + 15% with same rate, then the 50% of the tender quantity will be shared equally among them.

b) If more than one State MSMEs comes within the price band of L1 + 15% with different rates then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

6.25.4.4 If the rate quoted by state MSME is not L1 and if no State MSMEs quotes within the price band of L1+15%, other MSMEs in the bid ranking status bringing down their rate to L1 rate will be awarded maximum of 50% of the tender quantity.

And if more than one State MSMEs in the bid ranking status bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

- 6.25.5** If the L1 supplier has failed to supply the required items in full/in part within the stipulated time, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place purchase orders with the next bidder according to the bid ranking status who agrees to supply at L1 rate at the risk and cost of defaulted supplier. If none of the bidders agree to supply at the L1 rate then the balance quantity will be purchased from the L2 bidder at L2 rates at the risk and cost of defaulted supplier.
- 6.25.6** In case the supply order is placed to another bidder as explained in para 6.25.5 the supply schedule will be re-arranged to avoid stock out position of that product.

6.26 Supply Conditions

- 6.26.1** Purchase orders will be placed with the successful bidder based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority. The bidder shall furnish the delivery schedule as stipulated in Section V.
- 6.26.2** The supplier shall supply the materials required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- 6.26.3** Supplies should be made directly by the bidder and not through any other agency and the invoice should be in the name of the bidder.
- 6.26.4** The materials supplied to the Corporation shall comply with the specifications, stipulations and conditions specified in Section IV of the tender document. The drugs and other materials supplied in contravention to the specification, stipulations and conditions will be summarily rejected. In case of items where IS/ISO standards are specified in the section IV, the items supplied as well as the test reports shall conform to the requirements stipulated in such standards.
- 6.26.5** The items supplied in contravention to the specification/ conditions in section IV will not be accepted. In such cases the supplier shall take back the items from the warehouse premises at his own expenses within twenty one days (21 days) from the date of intimation from the Tender Inviting Authority. If the bidder fails to take back the items; the TIA at its discretion shall collect

demurrage charges of the value of such items from any money due to the supplier.

- 6.26.6** The bidders offering drugs requiring special cold storage conditions should have their own cold chain transporting system or contract agreement had been made with a transporting agent having facilities to transport the drugs under cold chain norms within 48 hours from the manufacturing unit to the depot at any one point in the state and such facilities to distribute it to the warehouses of the corporation complying cold chain norms.
- 6.26.7** Maintenance of cold chain conditions shall apply to all materials requiring such conditions irrespective of the fact whether they are included in the specific group of materials requiring cold storage or not. Proof of availability and adherence to such conditions shall be furnished as stipulated by the TIA. Non-adherence to the conditions shall result in summarily rejection of the goods supplied. It would be deemed as non-supply and the supplier will be solely responsible for his own losses and the penalties that would be attracted.
- 6.26.8** More than one product shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.
- 6.26.9** The supplier shall intimate the ambiguity, if any with respect to the pack size/ production capacity etc. in the purchase orders issued to them within 10 days from the date of purchase order. Beyond the 10 days, it would be deemed that the supplier has accepted the purchase order and supplies shall be executed as per the terms and conditions in the order.
- 6.26.10** The quantity supplied in excess of the total ordered quantity will not be accepted. The Tender Inviting Authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- 6.26.11** The total life period (Shelf life) of drugs/supplies supplied should be not less than that mentioned against each item (36/24/18/12 months etc) in list of Drugs Tendered (in column no. 7 of Section IV). Only those bidders who can manufacture and supply the product with the required shelf life shall only quote the product. A product having labeled shelf life lesser than the required shelf life (as mentioned in Section IV) will be rejected.
- 6.26.12** Each and every batch of item supplied should have minimum 75% balance of its total shelf life when supplied to the Corporation. It is calculated by

DDMS software as on date of receipt of item in the respective warehouses. Any drug/supplies supplied without having minimum 75% of balance shelf life will be rejected summarily.

- 6.26.13** All items supplied should retain prescribed Quality & maximum potency throughout the shelf life. The materials supplied are in proper packaging capable of protecting them throughout their shelf life.
- 6.26.14** The bidder shall submit the certificate of analysis from third party independent NABL Accredited Laboratory/CDL/NIB certifying that the material supplied complies with the official standards and/ or other specifications of the tender with necessary protocols in respect of each batch of the material supplied along with the consignment. The bidder shall furnish a notary attested declaration in this regards as specified in **Annexure-V** along with the technical bid.
- 6.26.15** Before the shipment of the items against the purchase orders, the supplier shall forward the following documents to the Quality Control Division of the Corporation through e-mail qcapproval@gmail.com
- i) copy of invoices
 - ii) test reports from third party independent NABL Accredited Laboratory/CDL/NIB
 - iii) In-house test reports of all the batches in the invoice.

The QC division will verify the documents submitted and confirm that the test report is complete and covering all the parameters as prescribed in the official monograph or other standards for the item and will update the status as **“Approved”** or **“Rejected”** in DDMS software against each batch.

- 6.26.16** The drugs/items supplied at the warehouses will be accepted and taken into stock based on the approval status available in DDMS software. In case, if the test report is found **“Rejected”**, the entire quantity of the batch will not be accepted.
- 6.26.17** Bidder shall supply the product at the Drugs Warehouses of the Kerala Medical Service Corporation Limited located at various places in Kerala and/ or the places/ points specified in purchase orders, by door delivery. Locations of present warehouses are mentioned in **Appendix- II**. Wrong delivery at a different place will not form ground for claim of ‘on time delivery.’ The consignment should be delivered at the destination on the scheduled date

and mere dispatch on or before the scheduled date of delivery will not be deemed as compliance of the delivery schedule.

- 6.26.18** The supplier shall supply the materials at the destinations specified in the purchase orders and submit the following along with the consignment;
- i. invoice (duplicate)
 - ii. copy of Purchase order
 - iii. test reports from the third party independent NABL accredited laboratory/CDL/NIB
 - iv. delivery challan/ POD

The invoice shall specify the generic name of the material as in the Purchase Order issued. Where more than one batch of the drug is supplied under one invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each batch shall be specified in the invoices and the test reports. The quantity supplied shall be in terms of the units mentioned in the tender document. The suppliers are cautioned that the variation in the description of product/batch no. in the invoice/analysis report and actual supplies will be considered as improper invoicing and such supplies will not be accepted.

- 6.26.19** The supplier shall, after supply of materials at the specified destinations, submit the following at the Head Office, KMSCL for claiming payment of the supply made;
- i. invoice (original)
 - ii. test reports from the third party independent NABL accredited laboratory/CDL/NIB
 - iii. test report from In-House testing laboratory.

The supplier shall take utmost care in supplying quality materials and ensure that the batch number(s) mentioned in the packages of the items tally with the batch number(s) mentioned in the Invoice produced to the Tender Inviting Authority for payment.

- 6.26.20** It is the onus of the supplier to supply materials to the destinations mentioned in the purchase order and supply shall conform to the condition mentioned in the Tender Document, packing and labeling requirements as per **Annexure-VI**. Delivery of goods shall be made as stipulated in the purchase order and deviations will be deemed as non-deliveries and liable for penalties as provided.

6.26.21 In the case of failure to supply by a bidder, the Tender Inviting Authority can procure the defaulted quantity from other bidder whom so ever agrees to supply within the prescribed time schedule at the risk and cost of the default bidder. If no other bidders are available or no other bidders are offering the defaulted quantity within the prescribed time schedule, Tender Inviting Authority at its discretion may procure the defaulted quantity of materials from any other sources or from open market at the risk & cost of the defaulted supplier. A penalty of 10% of the value of unexecuted quantity or the extra expenditure incurred for the alternate purchase of the item, whichever is higher will be levied from the defaulted supplier.

6.26.22 The bidder will be responsible for any shortages/damage at the time of receipt in warehouse. Tender Inviting Authority is also not responsible for the excess quantity of drug received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within 21 days from the date of such intimation from the Tender Inviting Authority.

If the supplier has not taken back the item, even after the intimation, the same will be disposed at the discretion of the TIA. The supplier will be not eligible for any payment in lieu of that quantity.

6.26.23 If a firm fails to execute the supply of minimum 50% of LOI quantity of three or more items against the tender, the firm will be blacklisted for a period of 24 months from date of such order and the firm will be ineligible to participate in any of the tenders floated by Tender inviting authority during the period of blacklisting.

6.27 Logograms

6.27.1 Logogram means, wherever the context occurs, the design as specified in **Annexure-VI**. The name of the drug stated in logogram shall be mentioned in English. Logogram and “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products.

6.27.2 Bidders for the supply of drugs/supplies shall be considered only if the bidder gives undertaking as in **Annexure-V** in this tender that the supplies will be prepared and packed with the logogram either printed or embossed as per the design specified in **Annexure-VI**.

6.27.3 The items quoted are to be supplied in standard packing with logogram and “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall also conform to Schedule P1 of the Drugs & Cosmetics Rules, 1945 and other statutory requirements wherever apply. Affixing of stickers printed with indelible ink will be permitted on request only in case of imported products on merits.

6.27.4 Supply of items without the logogram and/or “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” will be treated as breach of the terms of agreement and penalties will be levied as per **Clause 6.31.6**. Repeated breach of contract on the above condition will result in termination of contract and other penal provisions are applicable.

6.27.5 The items supplied shall not be printed with Maximum Retail Price (MRP) on their primary/secondary/ tertiary packing.

6.28 Packing and Labeling

6.28.1 The items shall be supplied in the packages with logograms and printings specified here under and in **Annexure-VI**. The materials shall also be supplied with bar coding conditions.

6.28.2 1D/2D bar code/QR Code as per standards should be done on primary, secondary and tertiary packing of the supplies as per the specifications given in **Annexure-VI**. Supply of items without specified bar/ QR Code will not be accepted.

6.28.3 The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VI**. The labels should be clear and legible and should be affixed on primary, secondary and tertiary packing as per the regulations of D&C act. In any case the size of the labels indicating the name and other details shall not be less than 30% of the area of the side of the carton. Affixing of labels of primary packing on the outer cartons will attract a penalty of 15% of the total value of items supplied in this manner.

6.28.4 Look alike Labels in Primary and Secondary packing ;

The labels of two different products of a supplier should be clearly distinct from each other and easily distinguishable. The labels of two or more drugs supplied by the same supplier shall not be identical or resemble in any form especially in design, colour, printing, markings etc. leading to confusion in identifying the items. If different items with lookalike label/appearance are supplied by a firm, a penalty @ 15% of the total value of such items will be levied from their payment without any notice.

- Similarly, if the Tender Inviting Authority informs that the labels of a relatively newly supplied item resemble another item of another supplier, the new supplier shall change their labels immediately.
- 6.28.5** The cap of vials/bottles should not carry any logo/marks of the supplier. Failure to comply with this provision would attract penalty @ 5% of value of such supply.
- 6.28.6** Damaged/Mutilated labels due to spillage, breakage or poor quality of containers, closures, packing materials etc. would attract penalty @ 5% of value of such supply.
- 6.28.7** It should be ensured that only first hand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different products/companies are prohibited. The penal charges for usage of packets of other products shall be 5% of the total value of item (s) in question.
- 6.28.8** All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia or other official monograph or other requirements relevant to the material concerned.
- 6.28.9** The secondary/tertiary packaging in master carton shall be in 5 ply carton cardboard box made of virgin craft paper(120GSM) and minimum bursting strength of 7Kg/cm² and not more than 15 kg. Where heavier packaging is required 7-ply cardboard (minimum 120 GSM paper) and minimum bursting strength of 7Kg/cm² shall be used. Failure to comply with the packaging requirement would attract penalty @ 5% on the value.
- 6.28.10** The primary, secondary units, bottles and packing materials should be of sufficient strength to withstand the weight of other boxes stacked on it, (as per stacking norms) while on transit and on storage and also should be able to prevent damage or deterioration during transit and storage in the climatic conditions of the Kerala throughout shelf life of items. The tertiary carton of every dispatch should be minimum 5 ply cardboard made of virgin craft paper (120GSM) and minimum bursting strength of 7Kg/cm² in order to prevent damage during transit. The Tender Inviting Authority shall arrange for the repacking of drugs and other materials, if it is found that the packing materials are damaged or deteriorated during storage in the warehouses or user institutions, and such additional cost shall be deducted from the amount payable to the default supplier.
- 6.28.11** In the event of items supplied is found to be not as per specifications in respect of their packing/labeling, the Tender Inviting Authority is at liberty to

make alternative purchase of the items for which the Purchase orders have been placed from any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Tender Inviting Authority has every right to recover the cost and impose penalty as mentioned in **Clause 6.31**.

6.29 Quality Testing, Quality Control Deduction and Penalties

- 6.29.1** All the batches of the items supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Laboratory/CDL/NIB. The TIA has the right to get the materials tested at the laboratories of his choice for further verifications, though this is not a pre-condition for acceptance of goods.
- 6.29.2** The decisions of the TIA based on the reports of the Drugs Control Department of the State on the quality of the drugs/supplies will be conclusive. If any of the items cannot be tested in the Government Drugs Testing Laboratory, due to any reasons, the test results of the Drug Testing Laboratories empanelled by the Corporation will be final and conclusive.
- 6.29.3** Products varying in appearance/description will be deemed as Not of Standard Quality by the Tender Inviting Authority. Use of primary and secondary packaging material not suitable or appropriate or adequate enough to preserve the properties of the drug/supplies will also cause the drug to be deemed as Not of Standard Quality for the purpose of the tender.
- 6.29.4** The materials shall be of standard quality throughout the shelf life period of the item. Samples will be drawn for quality testing periodically throughout the shelf life period either on complaint or *suo motto*.
- 6.29.5** In case of any complaint received from the institutions, public, Doctors, Medias etc, the available stock will be frozen, payment will be with held and samples of the batch drawn from the point of complaint will be tested for quality.
- 6.29.6** If a sample is found as not of standard quality by the Tender Inviting Authority, the available stock of the batch will be frozen pending decision on mode of disposal. The bidder will be liable for appropriate action as per the tender conditions for all materials and also for other legal actions under the Drugs & Cosmetics Act & Rules as may be initiated by the regulatory department in the case of drugs. The Tender Inviting Authority, at his discretion may terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Tender Inviting

Authority in consequence of such termination, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier or from his properties as per the provisions of Law.

- 6.29.7** In the event the materials supplied is rejected based on report of analysis, the Tender Inviting Authority is at liberty to make alternative purchase of the items for which the Purchase orders will be placed with any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier, and in such cases the Tender Inviting Authority has every right to recover the cost and to impose penalty.
- 6.29.8** Where a drug/ material is declared as not of standard quality by the Government Analyst or approved laboratory, the supplier will not be eligible for any payment of the cost of the entire batch of the material/ drug irrespective of the fact whether the same has been partially or fully consumed.
- 6.29.9** Where a second batch of the same drug/ material supplied is also declared as NSQ for reasons as above, the supplier will be liable for a penalty equivalent to 50 percent of the value of the batch supplied in addition to the value of respective batch.
- 6.29.10** Where a third batch of the same drug/ material supplied is also declared as NSQ for reasons as above, the supplier will be liable for a penalty equivalent to 100 percent of the value of the batch supplied in addition to the value of the respective batch.
- 6.29.11** If any three batches of the particular item supplied by the firm during the contract period, fail in any of the quality tests conducted by the Tender Inviting Authority and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period up to 3 years.
- 6.29.12** In the case of the bidder supplying more than one item during the contract period, and if two or more items supplied by the supplier are blacklisted based on the above process, then the firm itself will be blacklisted as per the procedure detailed in **Clause 6.39**.
- 6.29.13** The unused portion of a batch of item declared as Not of Standard Quality shall not be returned to the supplier while such batches will be destroyed and

the cost incurred for this purpose will be recovered from the supplier from any money due/becoming due to the supplier.

- 6.29.14 Drugs supplied in contravention to any of the provisions of the Drugs and Cosmetics Act and Rules made there under will be rejected.
- 6.29.15 In the case of any drug or other material being spurious or adulterated or misbranded or otherwise contravening the provisions of the law the company will be blacklisted as detailed in **Clause 6.39**.
- 6.29.16 The supplier shall furnish Bioavailability/Bioequivalence data or evidence of basis of fixing expiry date and other stability data of items, if so required by the Tender Inviting Authority.
- 6.29.17 The bidder shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- 6.29.18 The decision of the Tender Inviting Authority or any Officer authorized by him as to the quality of the supplied items shall be final and binding.

6.30 Payment Provisions

- 6.30.1 No advance payments towards costs of items will be made to the supplier. All payments will be made only by way of electronic fund transfer in favor of the supplier for which the bank details shall be furnished to the Tender Inviting Authority along with Technical Bid.
- 6.30.2 All bills/invoices should be raised in duplicate and should be drawn as per the rules and regulations in force and provisions in this tender in the name of **Managing Director, Kerala Medical Services Corporation Ltd., Thiruvananthapuram**. The original invoice along with the certificates of analysis from the in-house testing laboratory and NABL accredited laboratory/Central Drug Testing Laboratory/NIB in respect of every batch supplied shall be submitted to the Headquarters. The duplicate invoices along with test reports from NABL accredited laboratory/Central Drug Testing Laboratory/NIB shall be submitted at the District Drug Warehouses along with the supply. No payment will be effected if the above provisions are not complied with.
- 6.30.3 After completion supply of 50% of the quantity ordered the payment process will be initiated. The payments of value against the received quantity will be made as per terms and conditions laid down in the Tender Document.

- 6.30.4** All the suppliers can access the updates of their supply and invoice wise payments status by logging in to the online DDMS software linked with the official website of the Corporation (www.kmscl.kerala.gov.in) with their respective user name and password allotted to each supplier. If any discrepancies found with the submitted documents, the Corporation will update the details in online DDMS software. The Suppliers have to verify DDMS software and to re-submit the short fall documents, if any, recommended by the Corporation.
- 6.30.5** The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments. All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc as part of transparency policy.
- 6.30.6** In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which the Tender Inviting Authority will not entertain any claim thereafter.
- 6.30.7** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act or Notification of the Central or State Government or NPPA or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to supply at the reduced rate will be deemed as withdrawal from the contract and alternate purchase of the item will be made at the Risk and Cost of the supplier. If supplies are made at higher rates after the rate reduction, payments will be eligible at the reduced rates only.
- 6.30.8** In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST so levied will be allowed to be charged without any change in price structure of the items approved under the tender provided the supply is made on time. If the supplier has failed to supply the items as scheduled in the purchase order and any delay has occurred on the part of the supplier in supplying the item and if the enhancement in statutory levies occurred during this delayed period then such enhancement will not be given by the TIA and the Supplier has to bear the cost of such extra levies. For claiming the additional cost on account of the increase in GST, the bidder should produce proof of payment of additional GST on the goods supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.

6.31 Penalties & Deduction in Payments

- 6.31.1** All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in Section V/purchase order.
- 6.31.2** If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in Section V, liquidated damages will be levied at the rates mentioned therein for the delayed supplies, irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
- 6.31.3** Purchase orders will be cancelled under the conditions mentioned in Section V after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.
- 6.31.4** However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10%.
- 6.31.5** If the supply is received in damaged condition it shall not be accepted. In case of damage in the tertiary packing only, the supply will be accepted only after levying penalty @ 5% on the total value of supply to that destination. Continuance of supply in damaged packages will lead to termination of contract.
- 6.31.6** All the bidders are required to supply the products with logogram and with prescribed packing specifications. The supplies shall not be printed with MRP on their primary/secondary/ tertiary packing. If there is any deviation in these Tender conditions a penalty will be levied @ 5% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the rights for alternative purchase specified in **Clause 6.31.7**.
- 6.31.7** In the event of making Alternate Purchase, the excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other sources or in the open market or from any other bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties as per the provisions of the law.
- 6.31.8** If LOI/purchase order is cancelled or agreement is terminated/blacklisted, the Corporation is at liberty to make alternate purchase of entire tendered

quantity of the item from any other sources at the risk and cost of the defaulted bidder.

6.31.9 In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

6.32 Saving Clause

6.32.1 No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person under him for anything that is done in good faith or intended to be done in pursuance of this tender.

6.33 Applicable Law & Jurisdiction of Courts

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

6.33.2 Any bidder who had accepted the Tender Terms and Conditions of previous bids floated by the Corporation and had given a declaration of acceptance but had subsequently violated any of the said Terms and Conditions and for which no other penalty is specified in the Tender Terms and Conditions will be deemed to have indulged in unacceptable/unfair tender practices and the breach of tender/contract terms and will be liable for termination of contract and blacklisting.

6.33.3 Any and all disputes arising out of this tender will be subject only to the jurisdiction of courts of law / tribunals situated in Thiruvananthapuram City or normally having territorial jurisdiction over Thiruvananthapuram City only, or the High Court of Kerala as applicable. It is possible that jurisdiction to file disputes may be available before courts of law, including High Courts, or tribunals situated elsewhere. However, considering the limited resources of the Corporation, the bidders should specifically agree and covenant not to file any legal proceedings before any such courts of law/tribunals and should undertake and bind themselves to initiate and carry on legal proceedings in respect of this Tender exclusively before the courts of law/tribunals situated in or normally having territorial jurisdiction over Thiruvananthapuram City, or the High Court of Kerala as applicable. Any bidder who violates these conditions will be held to have indulged in an unacceptable/unfair tendering practice and will be deemed ineligible to participate in any of the bids of the Corporation for a period of three years from the date of the breach/violation of the aforesaid conditions.

6.33.4 The suppliers are also required to abstain from printing the words “subject to jurisdiction of Delhi Courts only” etc on the invoices submitted, which may force the Tender Inviting Authority to entertain the payment only after the

supplier undertakes in writing his/her agreeing to the conditions above in respect of the jurisdiction of the courts of Kerala.

6.34 Corrupt or Fraudulent Practices

6.34.1 It is required that all concerned namely the bidders/ Successful bidders 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:

6.34.1.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any person in the procurement process or in contract execution and related activities of the Corporation.

6.34.1.2 Without prejudice to the provision of **Clause 2.9** of this Tender Document “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 bidders (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. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs and Cosmetics Act/submission of fake document will be deemed as fraudulent practices. Making false/incorrect statement will also be treated as fraudulent practice.

6.34.1.3 In case Product(s)/Bidder/Supplier is blacklisted/debarred by another state/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, the bidder shall intimate the TIA in writing within 14 days from the date of such order. If fails to, it will be treated as fraudulent practice and concealment of facts.

6.34.2 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Bidder 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.

6.34.3 No bidder 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 or any person associated with KMSCL. Any such effort by a bidder to influence the Tender Inviting Authority/ factory inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid.

6.34.4 The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of “Custom” or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bid.

6.35 Code of Conduct for Suppliers

6.35.1 The following principles are expected to be adopted by the manufacturers as part of quality assurance norms and also as commitment towards the welfare of the workers.

A. Labour:

- i. Workers shall be sufficiently literate to know and understand the nature and precise requirements of the works entrusted to them and the risks involved therein.
- ii. Workers shall also be literate enough to read and understand the instructions relating to a work and perform the work exactly as per the needs without any deviation. They should also be literate enough to maintain the records of the works performed.
- iii. Workers shall be well informed, and in needed trained, in safety measures and procedures in the work area.
- iv. The work places, machineries and equipments, chemicals, reagents and materials, the environment in general and the in the

workplaces in particular, shall be safe without any risk to the general health or life of the workers.

- v. Monitoring the health of the personnel handling cytotoxic substances and other drugs of hazardous nature is very important. Norms, if any, prevailing in such matters shall be properly adhered to. If no norms prescribed by statutory agencies are available, own norms shall be developed and implemented.
- vi. Personnel attending to works that cause strain to the eyes shall be given sufficient rest in between.
- vii. The hours of working shall not be unreasonable as extended work hours could affect the quality of work.
- viii. Waste of human hours shall also be avoided.
- ix. Wastage of all types including water, energy are to be reduced.

B. Unethical practices: Unethical practice of any form will be least tolerated. These include:

- i. Contacting KMSCL officials or persons associated with its activities for no specific reason,
- ii. giving gifts, providing hospitality, invitations for cultural/ scientific/ social events, offer of holidays, free goods or services etc;
- iii. trying to influence officials or the associates of the Corporation under the cover of region, religion, political consideration, language, relationship etc;
- iv. offer of employment to any of the employee' relative or associate of the employee of the Corporation etc. KMSCL will not tolerate any such activity on the part of the suppliers and such norms apply to the employees of the Corporation also.

6.36 Force Majeure

6.36.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder'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 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. **Scarcity of raw materials/ shifting / upgradation of manufacturing facilities and power cut are not considered as Force Majeure.**

6.36.2 If a *Force Majeure* situation arises, the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof with satisfactory documentary proof, within twenty one days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority at its discretion for such period as may be considered reasonable.

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

6.37 Resolution of disputes

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

6.37.2 In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, TIA at its discretion shall permit an opportunity to hear the bidder in person and can pass appropriate orders on the same, further, If the such dispute or difference exists, shall be referred to Govt. of Kerala whose decision shall be final.

6.38 General/ Miscellaneous Clauses

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

6.38.2 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority 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 bidder.

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

6.39 Procedure for Blacklisting

6.39.1 The Tender Inviting Authority may blacklist any drug, bidder/supplier for the reason specified in the tender document. Blacklisting shall be done after giving an opportunity to the bidder/supplier to show cause in writing. **Blacklisting shall be generally for a maximum period of three years from the**

date of such order. But if the blacklisting is due to a fraudulent action on the part of the bidder TIA may decide for blacklisting even for more period. The product(s)/bidder/ supplier will not be eligible to be considered in any of the tenders floated by the Tender Inviting Authority during the period of blacklisting.

6.39.2 For blacklisting a product(s)/firm as noted in the tender, a registered notice shall be issued to the firm/supplier calling for explanation in writing within 15 days from the date of receipt of notice. The TIA will examine the reply furnished by the firm, if any, and will pass appropriate orders on blacklisting of the product(s)/firm, based on merits of the case. If no reply is received from the firm within the stipulated period, it will be presumed that the firm has no valid reason to adduce as to why the product(s)/firm should not be blacklisted as per the tender conditions.

6.39.3 Blacklisting of a particular firm or product is without prejudice to other penalties stipulated in the terms and conditions of the tender documents.

6.39.4 Duration of Blacklisting

In the case of blacklisted party having obtained any stay orders from any authorities against the blacklisting, while calculating period of Blacklisting the period during which the stay orders obtained will not be accounted and the effective blacklisting period will be extended accordingly, provided the final orders in favor of the party concerned were not obtained.

6.40 Provisions for Appeal

6.40.1 A bidder/supplier who whose product has been blacklisted or whose contract has terminated or against whom any other penalty has been imposed by the Tender Inviting Authority may, within 15 days from the date of receipt of such order, appeal to the State Government. The State Government after such enquiry into the matter, as is considered necessary and after giving the said supplier an opportunity for representing his views, may pass such order in relation thereto as it thinks fit.

6.41 Termination of Contract

6.41.1 The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.

6.41.2 Termination for default:- The Tender Inviting Authority without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder 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.

- 6.41.3** In the event of the Tender Inviting Authority terminates the contract of a supplier in whole or in part, the Corporation is at liberty to purchase the entire tendered quantity of the item(s) from any other sources and the extra expenditure incurred by the TIA will be realized from the supplier.
- 6.41.4** Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.41.5** Termination for insolvency: If the successful bidder 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 bidder without any compensation, whatsoever, to the successful bidder, 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.
- 6.41.6** Termination for convenience: - The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder 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. The notice shall also indicate *inter alia*, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 6.41.7** In case, any item(s) supplied by the bidder are reported to be inferior in performance/description/safe usage, the TIA will be at liberty to reject such items and terminate the contract of the product/supplier.
- 6.41.8** Tender Inviting Authority will be at liberty to terminate the contract either wholly or in part on 15 days notice. The bidder will not be entitled for any compensation whatsoever in respect of such termination.
- 6.41.9** Termination of a contract with a supplier in whole or in part is without prejudice to any other penalties stipulated in the tender conditions.
- 6.41.10** For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the bidder shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the bidder or from his properties, as per rules.

6.41.11 No compensation is payable to the supplier in the event of any termination of contract.

Sd/-
Managing Director, KMSCL &
Tender Inviting Authority

CHECK LIST

TENDER NO. KMSCL/ED/III–VIII/RC/2022/012

Dated 22.10.2022

NAME OF THE BIDDER:.....

Sl. No.	Document to be uploaded	Page. No.
1.	Check list in Annexure - I . All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page nos shall be written in the respective columns in the check list Annexure I .	
2.	Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD & Tender document cost.	
3.	The details of offline EMD submitted as DD/BG if applicable	
4.	The details of Re-inspection fee @ Rs 1,00,000 submitted as DD, if applicable as per clause 5.2.10 .	
5.	The details of factory inspection fee @ Rs 50,000 for each additional unit submitted as DD, if applicable as per clause 5.2.1.3 .	
6.	Bid offer form in the format prescribed in Annexure – II (PDF)	
7.	Bid offer form in the format prescribed in Annexure II (Excel)	
8.	Notary attested Average Annual turnover statement for last three financial years among the last four financial years in the format given in Annexure - III certified by the Auditor.	
9.	Notary attested copies of; <ul style="list-style-type: none"> i. Original MD License/Manufacturing License in Form 25, 25-A, 28, 28-D, 28-E etc. ii. Certificate of renewal/valid retention certificate of manufacturing license. iii. Product permit duly approved by the Licensing authority for all product(s) offered. Items offered with specifications shall be clearly highlighted and respective drug code of the item shall be noted in the Product permit. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.	
10.	Notary attested copies of; <ul style="list-style-type: none"> i. Valid import license in Form 10 ii. Previous import licenses issued 3 years prior to the date of notification of the tender, if the product is imported. 	
11.	Notary attested copy of; <ul style="list-style-type: none"> i. Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for the items defined as drugs under D&C Act. ii. In case of imported drugs, bill of lading/sales invoices/market 	

Sl. No.	Document to be uploaded	Page. No.
	<p>standing certificate issued by licensing authority to prove that the product is being imported/marketed by the bidder in last 3 years.</p> <p>iii. In case of Medical Diagnostic devices and Non Drug items manufactured under Medical Devices Rules, current valid Market Standing certificate issued by licensing authority against the MD license along with previous Market Standing certificates issued by licensing authority shall be submitted by the bidder to prove 3 year Market Standing.</p> <p>or</p> <p>The bidder shall submit Current valid Market Standing certificate issued by licensing authority against the MD license along with Sale Invoices of last 3 years to prove three year market standing.</p> <p>iv. In the case of materials other than drugs, Sale Invoices of last 3 years shall be submitted by the bidder to prove 3 year Market Standing.</p>	
12.	Notary attested copy of valid license for the sale of items imported by the firms issued by the licensing authority, in the case of imported products.	
13.	<p>Notary attested copy of valid GMP Certificate in respect of the production units and the products defined as Drugs in the D& C Act.</p> <p>If the offered products are manufactured from more than one unit, valid GMP certificate for all the units shall be produced.</p> <p>In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.</p>	
14.	Notary attested copy of current Non-conviction Certificate issued by the licensing authority of the concerned State. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.	
15.	<p>Notary attested Performance Statement for each item quoted shall be submitted by the bidders for each item as in Annexure – IV specifying the following;</p> <p>i. details of offered quantity</p> <p>ii. production capacity</p> <p>iii. details of batches manufactured during last 3 years</p>	
16.	Notary attested copy of Power of Attorney/Resolution of Board.	
17.	Notary attested copy Undertaking/ declaration in the format prescribed in Annexure - V .	
18.	Notary attested copy of Audited Balance Sheets and Profit and Loss statement for three years from 2019-20, 2020-21 & 2021-22.	
19.	<p>In case of items where IS standards are specified in list of items tendered (Section IV), the notary attested copy of the</p> <p>i. Valid renewal license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS).</p> <p>ii. License issued by Bureau of Indian Standards (BIS) 3 year prior to the</p>	

Sl. No.	Document to be uploaded	Page. No.
	date of notification of the tender for the use of standard mark (IS) to prove 3 year market standing of the product & its renewals.	
20.	Notary attested copy of details of technical personnel employed in the manufacture and testing of items (Employees' Name(s), Qualification(s), and Experience.)	
21.	Notary attested details of the Bidders and Manufacturing Unit –in the format prescribed in Annexure - VII.	

Place:

Signature:

Date:

Name in Capital Letters:

Seal:

Designation:

BID OFFER FORM

I/we M/s. have examined and accepted the conditions of the tender document No. **KMSCL/ED/III–VIII/RC/2022/012 dated 22.10.2022**, hereby submit this offer for the supply of the following items conforming to the specification, shelf life and all other parameters mentioned in section IV of the tender document.

Sl No	Drug Code	Drug Name	Strength	Unit	Name & Location of the Mfg unit	* Whether own Mfg/Loan Licencee /Imported.	Mfg/loan/Import License no: and Date	Date of issue of product approval	Required EMD as per clause 4.1 (in Rs)
1									
2									
3									
4									
5									
Total Amount:									

*Loan licensee shall specify the name & address of manufacturing unit of the item.

Place : Signature :

Date : Name in Capital Letters :
Designation :

Seal :

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ (Name & address _____) who is a prospective bidder for the Tender No. **KMSCL/ED/III-VIII/RC/2022/012** dated **22.10.2022** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Annual Turnover (Rs. in Crores)
1.	2019 - 2020	
2.	2020 - 2021	
3.	2021 - 2022	
Total (Rs.)		
Average Annual Turnover per annum		

Date:

Signature of Auditor/
Chartered Accountant

(Name in Capital) :
Name of firm :

Reg. No. :

Seal:

PERFORMANCE STATEMENT

(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

Name of the Bidder:

I.

Details of Quantity Offered						
Drug code	Drug Name	Strength	Unit	Tendered Quantity (in units)	Quantity Offered by the bidder (in units)	% of tender quantity offered by the bidder

II.

Production Capacity (Quantity in tendered units)			
30 days	70 days	90 days	365 days

III.

<u>Details of batches manufactured during last three years:</u> <u>Furnish statement of all batches produced including rejected batches, if any</u>									
Sl. No	Total No. of Batches Mfd.	Individual Batch Numbers mfd during the year	Date of mfg	Qty mfd	Maximum capacity per single batch production	Qty sold	Date / Month of sales	Quantity returned/rejected	Reason for return /rejection
2019 -20									
2020- 21									
2021- 22									

Certified true statement of productions

Signature and seal of the Bidder

Attested by notary public

DECLARATION AND UNDERTAKING**(Non-judicial stamp paper of Rs.200)**

I/We, Sole Proprietor/Managing Partner/Managing Director/Director of M/s. _____ having its Registered Office/ Place of business at _____ and having Factory Premise(s) at _____ & _____ do hereby declare on oath as follows;

1. that I/we am/are the person responsible for and also in charge of manufacturing and sale of the drugs/supplies manufactured by the company.
2. that I/we have carefully read all the conditions of tender **KMSCL/ED/III-VIII/RC/2022/012 dated 22.10.2022 for the procurement of Drugs/supplies for the period of 2023-24** floated by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram and I/we do accept(s) all the terms and conditions of the Tender document including amendments of the tender published by the Corporation.
3. that I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) bided and that we possess the necessary facilities for the production, have adopted proper procedures for control of all activities to ensure proper quality of the product(s) during its/their shelf-life and we shall maintain all documents including raw data records and will produce to the TIA, on demand. I/we understand and agree that in the event of I /We failing to provide such facilities, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting.
4. that I/we possess all the facilities for manufacture and supply of the material(s) bided for the offered quantity as per the terms and conditions of the tender. I/we do hereby understand and agrees that in the event of I/we failing to supply in full quantity at any stage when the contract is in operation, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting, and I/we will be liable to pay or agrees to recovery of the additional cost incurred for the alternate purchase of the contract quantity from any money due to the supplier.

5. that I/We possess the valid manufacturing licenses and GMP Certificate issued by the Competent Authority for all the quoted products and complies and shall continue to comply with the conditions of GMP criteria together with the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under. I/we will manufacture/supply items from the GMP certified plants as mentioned in our bid. I/we do hereby understand and agrees that in the event of I/We failing to adhere to the GMP norms and or any of the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under at any stage when the contract is in operation, the bid will be rejected/contract will be liable to be terminated and I/we will be liable to pay for the additional cost incurred for the alternate purchase of the contract quantity. Where the failure is observed after the conclusion of the contract, we will be liable for blacklisting according to the provision of this tender.
6. that I/We or any of the product(s) offered in this tender, at present, have not been blacklisted/debarred by the Tender Inviting Authority for any reason or by any State/Central Government organization for reason of Quality Non-compliances, GMP-non compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents.
7. that I/We or any of the offered Product is blacklisted/debarred by another State/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, I/We will intimate the TIA in writing within 14 days from the date of such order.
8. that the quoted rate of any item is not more than the price fixed by the National Pharmaceutical Pricing Authority or by State/central Government, in any means, and, further undertakes that if in future prices of the items offered is reduced by the authorities the same benefit will be transferred to the TIA.
9. that I/We will supply the materials of the best quality and will comply with the specifications, stipulations and conditions specified in Section IV. Drugs and other materials supplied in contravention to the specification, conditions in Section IV shall be summarily rejected.

In case of items where IS/ISO standards are specified in the section IV, the items supplied as well as the test reports will conform to the requirements stipulated in such standards.

10. that I/We will furnish the Certificate of Analysis of each batch of item tested, covering all parameters specified in the official monograph or in other standards, in NABL accredited lab/CDL/NIB approved for the purpose along with the consignment. I/we also undertake that in the event of failing to produce the above Certificate of Analysis or the submitted Certificate found not genuine/forged at any stage, the contract/ such product(s) will be rejected and the contract is liable to be terminated and I/we/such product may be blacklisted according to the provisions in this tender.
11. that I/We will supply the Drugs/supplies as per the packing and labeling specifications and with the logograms as per the designs and barcode as specified in the Annexure (packing and labeling specifications) in the Tender Document and as per the instructions given in this regard.
12. a. that I/We will supply drugs/supplies strictly as instructed in the label of the product and the products requiring special cold storage conditions (2-8⁰C) will be supplied in conditions so that the items have reached KMSCL warehouses adhering the cold chain norms. The Cold chain products will be provided with temperature variation indicators like vaccine vial monitors or each container of a consignment will be provided with data loggers for recording the temperature conditions during transit, the software of which will be provided to all the warehouses. I/we agree that the Tender Inviting Authority rejecting the consignment, forfeiting the Security Deposit and terminate the contract/blacklisting me/us, if the condition of cold chain transportation is not complied with.

b. that I/We also declare that drugs other than those requiring cold storage will be transported from our manufacturing point to the destination of KMSCL by complying the storage requirement of drugs transported and will state the mode of transportation in the supply documents.

Verification

I(name)_____ (address)_____ (designation)
_____ affirm on oath that the contents/information as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on

oath, that if any information furnished as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to reject the product(s)/terminate the contract/alternate purchase of the contract quantity at our risk & cost and the firm may be blacklisted/prosecuted for the same.

(Signature, Name & Designation)

Witness :-

1. (Name, Address & Signature)

2. (Name, Address & Signature)

Seal

Attested by Notary Public

PACKING AND LABELING SPECIFICATIONS

I. SCHEDULE FOR PACKAGING- GENERAL SPECIFICATIONS

1. No corrugated package should weigh more than 15 kgs (ie, product + inner carton + corrugated box).
2. The Manufacturer should ensure Stability of the formulations and its ingredients in the packings supplied.
3. Containers and closures used shall preserve the properties of the item contained and protect the contents from contamination.
4. All Corrugated boxes should be of `A' grade paper ie., Virgin craft paper(minimum 120GSM) and minimum bursting strength of 7Kg/cm².
5. All items should be packed only in first hand boxes only.
6. **FLUTE:** The corrugated boxes should be of narrow flute.
7. **JOINT:** Every box should be preferably single joint and not more than two joints.
8. **STITCHING:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
9. **FLAP:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60° should not crack.
10. **TAPE:** Every box should be sealed with gum tape running along the top and lower opening.
11. **CARRY STRAP:** Every box should be strapped with two parallel nylon carry straps (they should intersect).
12. **LABEL:** The labels should be clear and legible and should be affixed on primary, secondary and tertiary packing as per the regulations of D&C act. Every corrugated box should carry a large outer label at least 15 cms x 10 cms dimension clearly indicating that the product is for "**KERALA GOVT. SUPPLY - NOT FOR SALE**" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted below.

Note: - The GENERIC NAME of the drug shall be legibly written on the label in Bold capital letters with appropriate font size (Minimum 12 points).

13. **OTHERS:** No box should contain mixed products or mixed batches of the same product.

14. **SPECIFICATION FOR THERMOCOL BOXES**

- a) The thermocol box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the cold temperature throughout the period of transit.
- b) The thermocol box should be packed with sufficient number of cold packs to maintain the desired temperature for the entire contents throughout the period of transit.

Only first hand thermocol boxes should be used.

II. LABELING SPECIFICATIONS

1. DESIGN FOR LOGOGRAM



(colour image can be downloaded from the official website of the KMSCL www.kmscl.kerala.gov.in)

DRUGS/SUPPLIES


The primary, secondary packing and outer cartons of Drugs shall bear the above logograms and the words “Kerala Government Supplies – Not for Sale” overprinted in red colour.

IMPORTED PRODUCTS

In case of imported products, affixing rubber stamp of the above logograms and is allowed with indelible ink either on the label borne by the container of the product or on the label affixed to any package in which the product is issued.

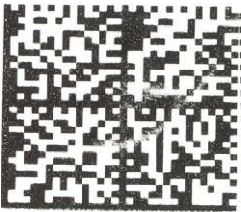
SPECIMEN LABEL FOR OUTER CARTON

15 cms

 KMSCL <small>In service to public health</small>	
~~~~~	
Product name :	~~~~~
EXP. DATE :	~~~~~
Batch. : .....	Quantity Packed: .....
Mfg Date: .....	Net Weight: .....
Manufactured by: .....	
<b>KERALA GOVT SUPPLY – NOT FOR SALE</b>	

**2. BAR CODING DETAILS**

BOX NO	:
PO NUMBER	:
SUPPLIER CODE	:
SUPPLIER NAME	:
DRUG CODE	:
DRUG NAME	:
BATCH NO	:
MFG DATE	:
EXPIRY DATE	:
BATCH QUANTITY	:



**DETAILS OF THE BIDDER AND MANUFACTURING UNITS**

<b>I. Bidder Details</b>			
<b>A</b>	<b>a.</b>	Name of the Bidder	:
	<b>b.</b>	Address for Communication	:
	<b>c.</b>	PIN code	:
	<b>d.</b>	Land Phone No	:
	<b>e.</b>	Mobile No	:
	<b>f.</b>	Fax	:
	<b>g.</b>	Email ID	:
<b>B</b>	<b>a.</b>	Name of the Person to whom purchase orders and other communications are to be sent .	:
	<b>b.</b>	Land Phone No	:
	<b>c.</b>	Mobile No.	:
	<b>d.</b>	Email ID	:
<b>C</b>	<b>a.</b>	Name of the Authorized person who co-ordinates logistic and supply of items.	:
	<b>b.</b>	Designation	:
	<b>c.</b>	Land Phone No	:
	<b>d.</b>	Mobile No	:
	<b>e.</b>	Email ID	:
<b>D</b>	<b>a.</b>	Name of the authorized person in the account department of the firm	:
	<b>b.</b>	Land phone No.	:
	<b>c.</b>	Mobile	:
	<b>d.</b>	Email Id	:
<b>E</b>		GST Registration No. of the bidder	:
<b>F</b>		PAN of the bidder	:
<b>II Details of Manufacturing Units *</b>			
<b>A</b>	<b>a.</b>	Name of the Manufacturer - I	:
	<b>b.</b>	Address of the manufacturing unit -I	:
	<b>c.</b>	GST Registration No. of the manufacturing unit -I	:

	d.	Drugs manufacturing license No. & Date	:	
	e.	Name of Contact person, Contact No, Email ID	:	
<b>B</b>	a.	Name of the Manufacturer - II	:	
	b.	Address of the manufacturing unit - II	:	
	c.	GST Registration No. of the manufacturing unit - II	:	
	d.	Drug manufacturing license No. & Date	:	
	e.	Name of Contact person, Contact No, Email ID	:	
* If the items offered are manufactured in two or more manufacturing units/loan licensee, the above details of all the units shall be furnished.				
<b>III.</b>	<b>Bank Details</b>			
A	Name of the Bank		:	
B	Branch Name & Address		:	
C	Branch Code No.		:	
D	Branch Telephone No.		:	
E	Branch email ID		:	
F	IFS code of the Branch		:	
G	Type of Account (current/savings)		:	
H	Bank Account Number (as appear in the cheque book)		:	

**FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT**

To

The Kerala Medical Services Corporation Limited  
(Address)

WHEREAS _____ (Name and address of the Company) (herein after called “the bidder”) has undertaken, in pursuance of tender no _____ dated _____ (herein after called “the tender”) to participate in the tender of Kerala Medical Services Corporation Limited, (address), for the procurement of drugs/supplies.

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ----- (name and address) such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the tender conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the Tender Documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right

we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Kerala Medical Services Corporation Limited.

This Guarantee will remain in force up to _____ (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of -----(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

**AGREEMENT**

THIS AGREEMENT made on this..... day of ....., 2023 between..... Kerala Medical Services Corporation Ltd represented by its Managing Director having its registered office at Thiruvananthapuram (herein after “the *Purchaser*”) of one part and M/s. .... (Name and Address of Supplier)..... (herein after “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 procurement of drugs/supplies vide TENDER NO. **KMSCL/ED/III-VIII/RC/2022/012 dated 22.10.2022**. The supplier has submitted technical and Price Bids as contained in the Tender Document. The Purchaser has finalized the tender in favour of the Supplier for the procurement of drugs/supplies specified in the schedule attached hereto at the prices noted against each item therein for a total cost of Rs. .... (Contract Price in Words and Figures) (herein after “the Contract Price”) on the terms and conditions set forth in the agreement.

**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 construed 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 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 offer Letter



- (h) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority
3. This agreement shall deem to extend to such LOIs as may be issued in pursuance and in accordance with the tender.
  4. Any supply made on the purchase orders placed against this tender before the execution of this agreement shall deemed to be covered by this agreement and all terms and conditions of the tender applied to such supplies.
  5. 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 drugs/supplies conforming in all respects with the provisions of the Contract.
  6. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the tender, 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.
  7. The Supplier has deposited with the Purchaser an amount of Rs.....(as in Tender condition) as Security Deposit as specified in the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

## SCHEDULE

(Selected L1 items)

Sl.No	Drug Code	Name of the Drug	Strength	Unit	Rate (Rs.)	LOI Quantity	Value (Rs)
<b>Total Value (Rs.)</b>							

**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)

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To

The Kerala Medical Services Corporation Limited  
(Address)

WHEREAS _____ (Name and address of the supplier) (herein after called "the supplier") has undertaken, in pursuance of the Letter of intent/contract no _____ dated _____ (herein after called "the contract") with the Kerala Medical Services Corporation Limited, Thycaud P.O, Thiruvananthapuram, Kerala -695014 for the supply of drugs /supplies against the tender no _____ dated _____.

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract/other contracts in force;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract/other contracts in force and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Kerala Medical Services Corporation Limited.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

## Guidelines for preparation of BOQ

## APPENDIX I

Tender Inviting Authority: Managing Director, Kerala Medical Services Corporation Ltd											
Name of Work: TENDER FOR THE PROCUREMENT OF DRUGS/SUPPLIES FOR THE YEAR 2023-24											
Tender No: KMSCL/ED/III-VIII/RC/2022/012 dated 22.10.2022											
Bidder Name:		M/s									
PRICE SCHEDULE : (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Basic Price & GST values).											
Sl. No	Item Description	Item Code	Quantity Tendered (in units)	Unit	GST % as per Available Records	Basic Price/ Unit (in Rs.)	CGST Value (in Rs)	SGST Value (in Rs)	IGST Value (in Rs)	GST Value	Total Amount (in Rs. / Unit) (7 + 11)
1	2	3	4	5	6	7	8	9	10	11	12

### Column no 1 to 6

Included necessary descriptions prefilled and edit protected so that no modifications can be made to these columns.

### Column No.8,9,10

Bidder shall fill the GST values (SGST/CGST/IGST as applicable) of all offered items in the respective columns.

### Column No.6

Total GST % of the tendered items, as per available records, is furnished in column No. 6 of BOQ.

### | Column No.9 to 11

The GST value will be calculated automatically and reflected based on the total GST % (Column No.6).

### Column No.7

Bidder shall necessarily quote Basic Price/unit inclusive of freight, insurance, loading/unloading and handling charges offered by bidder exclusive of GST.

### Column No.12

The landed price (final price) including GST, will be automatically reflected by addition of the Basic price (entered by the bidder) and GST value.

**Note : The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking**



Address of KMSCL Drug Warehouses					
SL NO	District Name	Address	E-mail ID	Land line No	Mob No
1	Thiruvavanthapuram	District Drug Warehouse, DMO Compound, General Hospital, Palayam, Trivandrum-695035	kmsclwhtrivandrum@gmail.com	0471-2470222 0471- 4015638	9496003900
	Thiruvavanthapuram kinfra	District Drug Warehouse, Kinfra Apparel Park, Thumba, Trivandrum-695586	kinfrakmsclwh@gmail.com	0471-2167022	9447065063
2	Kollam	District Drug Warehouse, Uliyakovil Nagar, Near Uliyakovil Temple, Kollam - 691019	kmsclwhklm@gmail.com	0474-2731238	9496004500
3	Pathanamthitta adoor	XV/ 556 (6), 556 (7) & 556(8), K.P Road, Near Malabar Gold, Kannamkode, Adoor (Pathanamthitta ) Pin: 691523	kmsclwhpta@gmail.com	04734-223442	9496004600
4	Idukki painav	District Drug Ware House, Near Idukki Govt. Medical College, Idukki Colony P O, Cheruthoni., Idukki. PIN- 685602	kmsclwhidk@gmail.com	0486-2232228	9496004900
5	Kottayam	District Drug Ware House, Behind District Hospital, Chelliyozhukkam Road, Kottayam-686001	kmsclwhkottayam@gmail.com	0481-2562401	9496004800
	Kottayam thellakam	District Ware House II, MC Road, Thellakam P.O, Kottayam-686630	kmsclwhkottayam@gmail.com kmsclwhktm2@gmail.com	0481-2790618	9496004800
6	Alappuzha DDWH	District drugwarehouse Near nursing college Vandanam po Ambalappuzha Alappuzha 688005	kmsclwhalp@gmail.com	0477-2252302	9496004700
7	Ernakulam	District Drug Ware House, Udyogamandal, Near St. Joseph Hospital, Manjummel,Ernakulam-683501	kmsclwhekm2@gmail.com	0484-2555009	9496005400
8	Thrissur	District Drug Ware House, High Road, OPP. Police Officer's Quarters, Thrissur-680001	kmsclwhtsr@gmail.com	0487-2423369	9447967413
	Thrissur, CWC	Central Warehousing Corporation, Kuriachira. P.O, Thrissur-680006	kmsclwhtsr@gmail.com	0487-2423369	9447967413

Address of KMSCL Drug Warehouses					
SL NO	District Name	Address	E-mail ID	Land line No	Mob No
9	Palakkad	District Drug Ware House, District Hospital Compound, Court Road, Palakkad-678001	kmsclwhpkd@gmail.com	0491-2533336	9496006200
10	Malappuram Tirur	District Drug Ware House, Near Fire Force Station-Tirur, Tirur(PO), Malapuram-676101	kmsclwhmpm@gmail.com	0494-2426759	9496003914 9995953165
	Malappuram Manjeri	District Drug Ware House, State WareHousing Corporation Compound, Karuvambram P.O., Cheranni, Manjeri, Malapuram District.-676123	kmsclwhmpm2@gmail.com	0483-2760744	9496005800, 9496003914
11	Kozhikkode	District Drug Warehouse, Karuvannur Post Naduvannur (Via) Kozhikkode, PIN- 673614 Kozhikkode Kuttiady Highway Kerala.	ddwhkdd@gmail.com	0496-2653930	9496006400
12	Kannur	District Drug Warehouse, Harichandra Weaving Mill's compound (HWM), Near lakshmanan kada bus stop Thana Kakkad Road , Kannur-670002	kmsclwhkannur@gmail.com	0497-2705046	9496006700
13	Wayanad kalpetta	State Ware House Building, Near Fathima Hospital, Pinangode Road, Kalpetta, Wayanad -673121	kmsclwhwyd@gmail.com	0493-6202898	9496006500
14	Kasargod	District Drug Ware House, Near Old District Hospital, Kanhangad, Kasaragod-671315	kmsclwhkgd@gmail.com	0467-2206464	9496006900



DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
<b>CATEGORY III (MEDICAL DEVICES)</b>					
1)	S27256	DISPOSABLE CVP CATHETER TRIPLE LUMEN (SELDINGER TECHNIQUE)	7F	1No	<p>1) 4 set of blinded samples each containing 4 units of quoted item.</p> <p>2) 1 set of sale pack containing 4 units of the quoted item</p>
2)	S27255	DISPOSABLE CVP CATHETER TRIPLE LUMEN (SELDINGER TECHNIQUE)	5F	1No	<p>1) 4 set of blinded samples each containing 4 units of quoted item.</p> <p>2) 1 set of sale pack containing 4 units of the quoted item</p>
3)	S27222	EPIDURAL SET WITH LOR SYRINGE & FILTER	18 G	1 No	<p>1) 4 set of blinded samples each containing 4 units of quoted item.</p> <p>2) 1 set of sale pack containing 4 units of the quoted item</p>
4)	S27041	SPINAL NEEDLE	SIZE 23 G	1 No	<p>1) 4 set of blinded samples each containing 10 units of quoted item.</p> <p>2) 1 set of sale pack containing 10 units of the quoted item.</p>
5)	S27238	SPINAL NEEDLE	SIZE 25 G	1 No	<p>1) 4 set of blinded samples each containing 10 units of quoted item.</p> <p>2) 1 set of sale pack containing 10 units of the quoted item.</p>

DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
6)	S27274	SPINAL NEEDLE	SIZE 27 G	1 No	1) 4 set of blinded samples each containing 10 units of quoted item. 2) 1 set of sale pack containing 10 units of the quoted item.
7)	S27250	SICS BLADE (CRESANT)	2.5mm/2.6m m angled bevel up	1 No	1) 4 set of blinded samples each containing 10 units of quoted item. 2) 1 set of sale pack containing 10 units of the quoted item.
8)	S27251	SICS BLADE (KERATOME)	2.8mm angled bevel up	1 No	1) 4 set of blinded samples each containing 10 units of quoted item. 2) 1 set of sale pack containing 10 units of the quoted item.
9)	S27252	SICS BLADE (SIDE PORT)	15° STRAIGHT LANCE TIP	1 No	1) 4 set of blinded samples each containing 10 units of quoted item. 2) 1 set of sale pack containing 10 units of the quoted item.
<b>CATEGORY IV (BLOOD DIAGNOSTIC KITS AND REAGENTS)</b>					
10)	D26002	ANTI A MONOCLONAL IgM TITRE VALUE 512 (MINIMUM) SOLUTION	10ml	Bottle	1) 4 sets blinded samples each containing 2 vials of quoted item. 2) 1 set of sale pack containing 2 vials of quoted item
11)	D26003	ANTI AB MONOCLONAL IgM TITRE VALUE 512 (MINIMUM)SOLUTION	10 ML	Bottle	1) 4 sets blinded samples each containing 2 vials of quoted item.

DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
					2) 1 set of sale pack containing 2 vials of quoted item
12)	D26004	ANTI B MONOCLONAL IgM TITRE VALUE 512 (MINIMUM) SOLUTION	10ml	Bottle	1) 4 sets blinded samples each containing 2 vials of quoted item. 2) 1 set of sale pack containing 2 vials of quoted item
13)	D26005	ANTI D MONOCLONAL IgM TITRE VALUE 512 SOLUTION	10ML	Bottle	1) 4 sets blinded samples each containing 2 vials of quoted item. 2) 1 set of sale pack containing 2 vials of quoted item
14)	D26030	ANTI HUMAN GLOBULIN SERUM (COOMBS SERUM) POLY SPECIFIC (IgG + C3d)	5ml	Vial	1) 4 sets blinded samples each containing 2 vials of quoted item. 2) 1 set of sale pack containing 2 vials of quoted item
15)	D26011	ANTI HUMAN SERUM (LISS COOMBS FOR GEL TECHNOLOGY)- GEL CARD & SOLUTION)	NULL	Bottle	1) 4 sets of 10 blinded strips each having 6 test columns and solution of quoted item. 2) 1 set of 10 strips sale pack each having 6 test columns and solution of quoted item
16)	S27276	BLOOD COLLECTION SINGLE BAG with CPDA1 (49ml), 350ml bag with Diversion Pouch 20ml and Needle Protector (ISO 3826)	350ml	1 No	1. 4 sets of blinded samples each containing 6nos of quoted item. 2. 1 set of sale pack each containing 6nos of quoted item.
17)	S27277	BLOOD COLLECTION TRIPPLE BAG WITH SAGM , Diversion Pouch 20ml with needle protector. (ISO 3826)	Sterile collapsible non-vented bags made up of DEHP plasticized	1 No	1. 4 sets of blinded samples each containing 6nos of quoted item.

**DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION**

Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
			PVC. Diversion Pouch 20ml. Primary bag - 350ml, with CPD (49ml). First Satellite bag - 300ml, Second Satellite bag - 300ml for platelet storage for 5 days. Slits on both sides of the bags. Flexible non-kinking transparent tubings. Needle - 16G straight sharp regular margins ultrathin walled and beveled tips with needle protector.		2. 1 set of sale pack each containing 6nos of quoted item.
18)	D26014	DENGUE IgM CAPTURE ELISA (1,2,3,4) KIT	1TEST	1 No	1) 4 sets blinded samples each containing 1 kit of quoted item with positive and negative control. 2) 1 set of sale pack containing 1 kit of quoted item with positive and negative control
19)	D26026	DENGUE LATEX AGGLUTINATION TEST KIT(RAPID METHOD)	1TEST	1 No	1) 4 sets blinded samples each containing 10 cards and buffer solution of quoted item. 2) 1 set of sale pack each containing 10 cards and buffer solution of

DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
					quoted item.
20)	D26024	FOURTH GENERATION ELISA KIT FOR DETECTION OF P24 ANTIGEN AND ANTIBODY TO HIV 1&2	1TEST	1 No	<p>1) 4 sets blinded samples each containing 1 kit of quoted item with positive and negative control.</p> <p>2) 1 set of sale pack each containing 1 kit of quoted item with positive and negative control.</p>
21)	D26023	HEPATITIS B SURFACE ANTIGEN SCREENING KIT- EIA VISUAL ASSAY TEST	1TEST	1 No	<p>1) 4 sets blinded samples each containing 10 cards and buffer solution of quoted item.</p> <p>2) 1 set of sale pack each containing 10 cards and buffer solution of quoted item.</p>
22)	D26022	HEPATITIS B SURFACE ANTIGEN SCREENING- ELISA TEST KIT	1TEST	1 No	<p>1) 4 sets blinded samples each containing 1 kit of quoted item with positive and negative control.</p> <p>2) 1 set of sale pack each containing 1 kit of quoted item with positive and negative control.</p>
23)	D26034	HEPATITIS C - ELISA KIT FOR DETECTION OF ANTIGEN AND ANTIBODY - FOURTH GENERATION	1TEST	1 No	<p>1) 4 sets blinded samples each containing 1 kit of quoted item with positive and negative control.</p> <p>2) 1 set of sale pack each containing 1 kit of quoted item with positive and negative control.</p>
24)	D26016	HEPATITIS C ANTIBODY SCREENING KIT - EIA VISUAL ASSAY(RAPID	1TEST	1 No	<p>1) 4 sets blinded samples each containing 10</p>

DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
		METHOD)			cards and buffer solution of quoted item. <b>2)</b> 1 set of sale pack each containing 10 cards and buffer solution of quoted item.
25)	D26019	HIV 1 & 2 ANTIBODY SCREENING EIA VISUAL ASSAY(RAPID METHOD)	1TEST	1 No	<b>1)</b> 4 sets blinded samples each containing 10 cards and buffer solution of quoted item. <b>2)</b> 1 set of sale pack each containing 10 cards and buffer solution of quoted item.
26)	D26018	HIV 1&2 ANTIBODY SCREENING-ELISA TEST KIT	1TEST	1No	<b>1)</b> 4 sets blinded samples each containing 1 kit of quoted item with positive and negative control. <b>2)</b> 1 set of sale pack each containing 1 kit of quoted item with positive and negative control.
27)	D26006	MALARIA ANTIGEN DETECTING CARD (PV + PF)	1TEST	1 No	<b>1)</b> 4 sets blinded samples each containing 10 cards and buffer solution of quoted item. <b>2)</b> 1 set of sale pack each containing 10 cards and buffer solution of quoted item.
28)	D26033	SYPHILIS - ELISA TEST KIT	1 Test	1 No	<b>1)</b> 4 sets blinded samples each containing cards and Reagents of quoted item for doing 10 tests.

DETAILS OF SAMPLES TO BE SUBMITTED FOR QUALITATIVE SAMPLE EVALUATION					
Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum No of samples to be submitted for samples evaluation
(1)	(2)	(3)	(4)	(5)	(6)
					2) 1 set of sale pack each containing cards and Reagents of quoted item for doing 10 tests.



(1) ANNEXURE-II  
**KERALA MEDICAL SERVICES CORPORATION.LTD**

(Dept. of Health & Family Welfare Govt. of Kerala)

Thycaud P.O

Thiruvananthapuram-14

Tele Fax No : 0471-2945647 , Tel : 0471-2945667/68

Email id : KCPPURCHASE@KMSCL.KERALA.GOV.IN

DL No.: KL-EKM-100458,100459

Tin No.: 3201010182

DL No.: KL-EKM-100460,100461

**Community Pharmacy services**

Order No.: PROR00000010537 Generated By Reorder Level Process

Date: 30/03/2020

**LETTER OF INTENT (LOI)**

MANAGING DIRECTOR,

M/s. GENERAL

*(Sanpharma)*

Sir,

Sub: KMSCL - LOI for the products under Community Pharmacy Services - reg:-

You are requested to supply the items enclosed as at the below mentioned address immediately ( Annexure 1 includes 2 Items).

**KARUNYA MEDICINE DEPOT  
KERALA MEDICAL SERVICES CORPORATIONS LTD  
GENERAL HOSPITAL COMPOUND,  
ERANAKULAM-682011  
PHONE: 0484-2351810**

Tax: LST

**Terms & Conditions**

- * The items should be supplied immediately. Original invoices to be submitted at Head Office. Duplicate & triplicate invoices to be submitted to Karunya Depots along with consignment.
- * All items should have minimum 60% shelf life
- * The items must be supplied as Door Delivery, will not be accepted with LR/RR.
- * Payment shall be made within 45 days (from the date of receipt of goods at the Warehouse) against invoice by RTGS/NEFT only.
- * In case of non moving products the supplier shall take back items within 90 days and has to be replaced with other fast moving items.
- * Please quote our LOI number and date in all your invoices.

* The soft copy of invoices to be send to the Head Office by email (kcppurchase@kmscl.kerala.gov.in ) as scanned copy followed by the original in sealed covers and sent to the following address.

The Deputy Manager ( Karunya Community Pharmacy Procurement Division)  
Kerala Medical Service Corporation (KMSCL) Head Office  
Thycaud, Thiruvananthapuram : 695014  
Telephone: 0471-3045666

Yours faithfully



*(Signature)*  
MANAGING DIRECTOR

*(Signature)*  
30/03/2020



Order No. PROR00000010537



Annexure 1.

Date: 30/03, 2020

Letter of Intent

M/s.GENERAL

SL#	Product	Unit Type	Quantity	Remarks
1	PPE KIT	NUMBER	50,000	Rate:-1550
2	N 95 MASK	NUMBER	100,000	Rate:-160

*P* Managing Director  
*Vineet A. B. B.*  
*30/03/2020*

