



KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)
Thycaud P.O, Thiruvananthapuram, Kerala 695 014

Re-TENDER DOCUMENT

FOR THE PROCUREMENT OF

**BIOLARVICIDE: BACILLUS THURINGIENSIS ISRAELIENSIS
(BTI) For NVBDCP**

(for the year 2023-24)

No: KMSCL/ED/BTI-NVBDCP/RT/2024/013 DATED 18.06.2024

<i>Date and time of Commencement of the Tender</i>	:	18.06.2024	2.00 PM
<i>Last date and time for the online uploading of Tender</i>	:	06.07.2024	5.00 PM
<i>Date and time of online opening of Technical Bid</i>	:	08.07.2024	11.00 AM

For details;

www.kmscl.kerala.gov.in
E-mail: edrugs.kmscl@kerala.gov.in

TABLE OF CONTENTS

Sl. No.	DESCRIPTION		PAGE No.
1.	Section I	Introduction	1
2.	Section II	Tender Schedule	3
3.	2.1	Tender Details	3
4.	2.2	Schedule of dates	3
5.	Section III	Details of Items Tendered	4
6.	Section IV	Specific Conditions of Contract	5
7.	4.1	Time Limits Prescribed	5
8.	4.2	Eligibility criteria for participating in the tender	6
9.	4.3	Price Preference to PSUs and MSMEs within Kerala	7
10.	Section V	General Conditions of Contract	9
11.	5.3	Tender Document & Earnest Money Deposit	9
12.	5.4	Mode of Payment of Tender Document Cost and EMD	10
13.	5.5	Guidelines for preparation of Tender	11
14.	5.6	Tendering System	12
15.	5.7	Contents of the Technical Bid	13
16.	5.8	Price Bid (BOQ)	14
17.	5.9	Submission of Tender	15
18.	5.10	Deadline for submission of Tender	16
19.	5.11	Modification & withdrawal of Bids	16
20.	5.12	Opening of Tender	16
21.	5.13	Evaluation of Tender	16
22.	5.14	Acceptance or Rejection of Bids	18
23.	5.15	Other Terms and conditions	18
24.	5.16	Notices	19
25.	5.17	Award of Contract	19
26.	5.18	Letter of intent	19
27.	5.19	Signing of Contract	20
28.	5.20	Purchase Procedures	21
29.	5.21	Supply Conditions	23
30.	5.22	Packing	25
31.	5.23	Quality Testing, Quality Control Deduction and Penalties	26
32.	5.24	Payment Provisions	27
33.	5.25	Penalties & Deduction in Payments	28
34.	5.26	Saving Clause	29

Sl. No.	DESCRIPTION		PAGE No.
35.	5.27	Applicable Law & Jurisdiction of Courts	29
36.	5.28	Corrupt or Fraudulent Practices	30
37.	5.29	Force Majeure	31
38.	5.30	Procedure for Blacklisting	32
39.	5.31	Provisions for Appeal	32
40.	5.32	Termination of Contract	32
41.	Annexure I	Check List	34
42.	Annexure II	Bid Offer Form	36
43.	Annexure III	Annual Turnover Statement	37
44.	Annexure IV	Performance Statement	38
45.	Annexure V	Declaration and Undertaking	39
46.	Annexure VI	Packing and Labeling Specification	41
47.	Annexure VII	Details of the Bidder and Manufacturing Unit	42
48.	Annexure VIII	Cost Analysis of items quoted	44
49.	Annexure IX	Agreement	45
50.	Annexure X	Format of Bank Guarantee for Security Deposit	48
51.	Appendix-I	Guidelines for preparation of BOQ	50
52.	Appendix-II	Addresses of KMSCL Drug Warehouses	51

SECTION-I

1. 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 (hereinafter referred to as user 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 hospitals, pathological labs, diagnostic centres, x-ray/scanning facilities, ambulance services etc.
- 1.2. A two bid system consisting of Technical Bid and Price Bid is adopted in the invitation of bids. Only those bidders who meet the pre-qualification criteria set out in this Tender Document will be eligible for opening of price bids.
- 1.3. 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.
- 1.4. In order to participate in the tender using the e-Procurement system, the bidders are required to get enrolled in the e-Procurement portal of Govt. of Kerala- "www.etenders.kerala.gov.in".
- 1.5. Bidders are cautioned that bids devoid of proper documents or adequate information are liable to be rejected. Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. Utmost care should be taken to see that all the required/proper documents are uploaded.
- 1.6. Also at any time prior to the last date and time of submission of the tender, the Tender Inviting Authority may as per directions of the Government or otherwise, modify the condition in Tender Documents by an amendment. All amendments will be notified through the Corporation's website www.kmscl.kerala.gov.in.
- 1.7. Amendments in the terms and conditions of the Tender Documents may be necessitated before the opening of Technical Bid on the basis of feedbacks obtained and on expert advice on the feedbacks.

- 1.8. The submission and opening of the tenders will be online. Failure to furnish the documents containing all the details specified on-line shall result in summary rejection of the bid.
- 1.9. The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online.
- 1.10. There will not be any individual communication in respect of general notices, amendments, etc. The prospective bidders are advised to check for updates in our website www.kmscl.kerala.gov.in on a day to day basis till the tender process is concluded. Individual communications will be issued in exceptional cases only at the discretion of the Tender Inviting Authority. All notices/information published in the website of the Tender Inviting Authority will be binding on the bidders.
- 1.11. The date of opening of Technical Bid will only be notified in advance. The date of opening of price bid will be notified subsequently after the pre-qualification of the bidders.
- 1.12. The Price Bids of only the short-listed technically qualified bidders(s) will be opened. The short-listing of the bidders(s) will be carried out on the basis of the technical evaluation. The evaluation of the tender will be strictly as per the conditions in Section V of this Tender Document.
- 1.13. Appeals against the orders of the Tender Inviting Authority may be made to the Government within 15 days from the receipt of communication.
- 1.14. Bidders may obtain further information from the head office of the Tender Inviting Authority.
- 1.15. The money spent by the Corporation is public money and hence accountable. All decisions will be published from time to time on our website www.kmscl.kerala.gov.in.

18.06.2024

**Managing Director KMSCL &
Tender Inviting Authority**

SECTION II

2. TENDER SCHEDULE

2.1. Tender Details

1.	<i>Tender No.</i>	KMSCL/ED/BTI-NVBDCP/RT/2024/013
2.	<i>Cost of Tender Document</i>	Rs.2,910/- (Inclusive of GST @ 18%)
3.	<i>Earnest Money Deposit</i>	The EMD of Rs.16,500/- shall be submitted online along with cost of tender document, as single transaction.
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 (including GST) of the LOI.
6.	<i>Validity of Security Deposit</i>	18 months from the date of LOI or 3 months after successful completion of supply whichever is later.

2.2. Schedule of Dates

Sl. No.	Particulars	Date and time
1.	<i>Date and time of commencement of downloading (by bidders) of Tender Document</i>	18.06.2024, 2.00 PM
2.	<i>Last date and time of uploading (by bidders) of tender</i>	06.07.2024, 05.00 PM
3.	<i>Date and time of opening of the Technical Bid</i>	08.07.2024, 11.00 AM
4.	<i>Date of opening of the price bid</i>	<i>To be informed to the bidders qualifying in the Technical Evaluation</i>

SECTION III

3. LIST OF ITEMS TENDERED

Sl. No	Item Code	Item Name	Description	Unit	Packing Specification*	Tender Quantity (units)	Minimum shelf life require (in months)	Required EMD (Rs)
1	2	3	4	5	6	7		8
1.	D30012	Biolarvicide: Bacillus Thuringiensis var Israeliensis (BTI) Serotype.H-14	Bio-potency not less than 1200 ITU/mg 5% AS	Kg	1 litre Packet	1200 Kg	24 months	16,500
<i>*Detailed packing specification is attached as Annexure VI</i>								

SECTION IV

4. SPECIFIC CONDITIONS OF CONTRACT

4.1. Time Limits prescribed

SL NO	Activity	:	Time Limit	
1	<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.	
2	<i>Schedule of purchase order and Supply</i>	:	The purchase order will be for 100% of the tendered 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 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 5.15	
4	<i>Cancellation schedule of purchase orders/ unexecuted portion of LOI</i>	:	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 defaulted supplier.	
5	<i>Penal provisions for supply inefficiency</i>	:	1	A penalty of 0.5% per day of the delayed supply up to a maximum of 10%.
			2	Procedure for alternate supply as mentioned in Clause 5.16.8. 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.

SL NO	Activity	:	Time Limit
6	Release of EMD		<p>Unsuccessful bidders: EMD submitted online will be discharged/ refunded automatically to the bidders account after finalizing the tender.</p> <p>Successful bidders: EMD submitted online will be released on signing the contract and after furnishing of required Security Deposit. EMD submitted online may also be adjusted towards Security Deposit on request of the bidder.</p>
7	Release of Security Deposit		18 months from the date of LOI or 3 months after successful completion of supply whichever is later.

4.2. Eligibility criteria for participating in the tender

4.2.1. Manufacturing license and product permit:

4.2.1.1. The Bidder shall be the manufacturer/loan licensee having valid manufacturing license for the item(s) quoted /direct importer holding valid import license as per the specification in the tender from the competent authority. Importers shall possess the valid sale license also, as applicable.

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

4.2.1.2. The bidder should have a valid Central Insecticide Board Registration Certificate.

4.2.2. Market Standing:

4.2.2.1. The Bidder should have at least 3 (three) years Market Standing as a manufacturer / importer for item quoted in the tender.

4.2.2.2. The bidder shall furnish the statements of all batches manufactured year wise in the format given as **Annexure-IV**.

4.2.3. Average Annual turnover:

4.2.3.1 Average Annual turnover of the last three financial years (2020-21 to 2022-23) shall not be less than **Rs. 1Crore**

In case of Micro, Small and Medium Enterprises (here in after referred as MSME) located in 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).

4.2.4. Minimum Required Shelf Life:

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

4.2.5. **Blacklisted/Debarred/Rejected by Tender Inviting Authority or other agencies:**

- 4.2.5.1. Tender should not be submitted for the Firms /Concern/Company or for any product(s) which stand(s) blacklisted by KMSCL for any reason.
- 4.2.5.2. Tender should not be submitted for the Firms/Concern/Company which has/have been blacklisted/debarred by any State/Central Government organization for reason of Quality Non-compliances, furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 4.2.5.3. 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, furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 4.2.5.4. If Product(s)/Bidder/Supplier is blacklisted/debarred by another state/Central Government agency for the reason of Quality non-compliances, furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, the product(s)/bidder/supplier will be liable for Blacklisting/Termination of contract/cancellation of purchase order/Letter of Intent etc.
- 4.2.5.5. A bidder who had withdrawn after participating in any of the previous bids of KMSCL for the year 2021-22, 2022-23 and 2023-24 is not eligible to participate in this tender in respect of the product(s).
- 4.2.5.6. Tender should not be submitted for the product(s), the purchase order(s) for which has/have been fully/partially cancelled during 2023-24.
- 4.2.5.7. 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 2021-22 2022-23 and 2023-24 had failed in quality.

4.3. **Preference to PSUs/ MSMEs within Kerala**

- 4.3.1. Price preference not exceeding 10% for Domestic MSME and 15% for State Public Sector Undertakings shall be available only for products manufactured by them within the State of Kerala.
- 4.3.2. For MSMEs functioning within the State of Kerala quoting price within the price band of L1+10% for a product manufactured within the State for the quantity as may be decided by the TIA, if the L1 price is of someone other than a Domestic MSME.
- 4.3.3. For the purpose of granting price preference to those firms as noted in Clause 4.3.1 above, those rates (**Landed price exclusive of GST**) less than or equal to 10% above the L1 rate alone will be considered. Price bids of MSMEs located in

Kerala quoting more than 10% above L1 rate will not be considered the price preference under any circumstances.

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

SECTION V

5. General Conditions of Contract

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

5.2. Responsibility of verification of contents of Tender Document:

5.2.1. 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.

5.2.2. 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.

5.3. Tender Document Cost and Earnest Money Deposit

5.3.1. The specifications and terms and conditions governing the supply of items are contained in this “Tender Document”.

5.3.2. 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.

5.3.3. State Public Sector Undertakings and MSMEs registered within the State 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.

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

5.3.5. The EMD will be forfeited, if a bidder/successful bidder;

5.3.5.1. Misrepresents facts or submit false/fake documents during the tender process.

5.3.5.2. Violates any terms and conditions of the Tender Document.

5.3.5.3. Withdraws its bid after the opening of Technical Bid.

5.3.5.4. Fails to produce hard copies of the documents as specified or to sign the contract after issuance of offer letter.

5.3.5.5. Fails to furnish security deposit after issuance of offer letter.

5.4. Mode of payment of Tender Document Cost & EMD

- 5.4.1. 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).
- 5.4.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in) should ensure the following:
- 5.4.2.1. **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.
- 5.4.2.2. **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
- 5.4.2.3. 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 with its Net Banking Facility, where bidder can enter their internet **banking** credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the listed Banks to proceed with its Net Banking Facility, for remitting tender payments.
- 5.4.2.4. Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.
- 5.4.2.5. Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.
- 5.4.2.6. 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.

5.4.2.7. **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.

5.4.3. The bidders are to take utmost care in online remittance of the required amount. In this tender, the amount **to be remitted online as single transaction** is Rs.19,410/- (ie, EMD of Rs.16,500/- + Tender Document Cost of Rs.2,910/-) Remittance of any less/additional amount on online transaction will lead to the rejection of the bid offer summarily.

5.5. Guidelines for preparation of Tender

5.5.1. It is compulsory on the part of bidders to provide a check list 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.

5.5.2. *Language of Bid:* - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language or in Malayalam, if provided. Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English/ Malayalam language in which case, for purposes of interpretation of the Bid, the English/ Malayalam translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language. However, supportive documents in English for bids submitted in Malayalam are acceptable.

5.5.3. The person signing the documents shall have due Power of Attorney/resolution of 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.

5.5.4. 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 an undertaking/declaration 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 condition of the tender will not be acceptable.

- 5.5.5. 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.

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. The bidder who has extended the bid validity is not required or permitted to modify its bid.

- 5.5.6. The bidder cannot withdraw the bid within the minimum price firmness period of 180 days from the date of opening of price bid.

5.6. Tendering System

- 5.6.1. The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.
- 5.6.2. 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 5.5.
- 5.6.3. The Tender has been called for in the generic names of the items. The bidders should quote the rates for the items in generic names. The products offered shall comply with the tender specifications given in Section III. Any variation found will result in the rejection of the tender.
- 5.6.4. Tender for the supply of items with any of the cross conditions like “AT CURRENT MARKET RATES”, “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be accepted.
- 5.6.5. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 5.6.6. 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.
- 5.6.7. 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.
- 5.6.8. 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 items. Photographs of the key manufacturing areas shall be permitted to be taken. Any firms during the inspection, found non complying with the requirements, will be rejected. An inspection fee of Rs.50,000/- will be deducted from the EMD/SD/Any money due to the supplier. Further, alternate arrangements will be made for the

procurement of the item from any other source will be made at the risk and cost of the supplier.

5.7. Contents of the Technical Bid:

5.7.1. The following documents shall be uploaded online in PDF format along with the Technical Bid.

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 and Tender Document Cost.
3.	List of item offered in the format prescribed in Annexure – II (PDF&EXCEL) .
4.	Annual turnover statement of last three financial years in the format given in Annexure - III certified by the Auditor.
5.	Notary attested photocopy of Manufacturing License and Certificate of renewal/current validity certificate duly approved by the Licensing authority for the product quoted. Items quoted with specifications shall be clearly highlighted and respective item code of the item shall be noted in the Product license.
6.	Notary attested photocopies of valid import licenses, if the product(s) are imported.
7.	Notary attested copy of valid Central Insecticide Board Registration Certificate.
8.	Notary attested statement of manufacture and sale of the quoted item in the last 3 years shall be furnished in the Performance Statement given in the Annexure - IV .
9.	Notary attested copy of valid <u>“NVBDCP guidelines for Larvicide Formulation and Dosages”</u> to prove the quantity of the offered item (in Ltr) required to spray one hectare field of both polluted and non polluted water and frequency of application per month.
10.	Notary attested copy of specimen label of the offered item manufactured and supplied by the bidder during last 3 years in which batch no., manufacturing date & directions for use shall be legible.
11.	Notary attested copy of Power of Attorney/Resolution of Board.
12.	Declaration and Undertaking in the format prescribed in Annexure – V .
13.	Notary attested copy of Audited Balance Sheets and Profit and loss statement for three years from 2020-21, 2021-22 & 2022-23.

Sl. No.	Document to be uploaded
14.	In case of products for which IS specification applicable in Section III, notary attested copy of license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS) to the bidder and its valid renewal shall be submitted.
15.	Notarized details of the Bidders and Manufacturing Unit –in the format prescribed in Annexure - VII .
16.	Notary attested copy of details of offered product together with the frequency of use and the quantity required per hectare as in the format given in Annexure VIII . The dosage and frequency of application in Annexure VIII shall conform to the current NVBDCP guidelines

5.8. Price Bid(BOQ)

- 5.8.1. The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.
- 5.8.2. 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.
- 5.8.3. **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.**
- 5.8.4. 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.
- 5.8.5. **The total percentage of GST applicable to each item, as per available records, are already noted in the column no.6 of BOQ.**
- 5.8.6. **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.**
- 5.8.7. **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.**
- 5.8.8. **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.**
- 5.8.9. **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).**

- 5.8.10. 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.
- 5.8.11. 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.
- 5.8.12. The Basic price and GST values entered in the BOQ shall be in four decimal places exactly.
- 5.8.13. The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking.
- 5.8.14. 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.
- 5.8.15. 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.

5.9. Submission of Tender

- 5.9.1. In the event of any document submitted along with the bid or thereafter by the bidder or his representative, found 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 5.21
- 5.9.2. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".
- 5.9.3. If a particular document/Certificate to be uploaded as specified in Clause 5.5, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that 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.
- 5.9.4. Tender by any other means is void.

5.10. Deadline for submission of Tender.

- 5.10.1. 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 not submitted within the stipulated time scheduled in Section III will not be accepted.
- 5.10.2. 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.

5.11. Modification and Withdrawal of Bids

- 5.11.1. The bidder may modify or withdraw its bid after the bid submission before last date and time of submission of online Tender.
- 5.11.2. 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.

5.12. Opening of Tender

- 5.12.1. 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 technical evaluation.

5.13. Evaluation of Tender

- 5.13.1. The findings as to whether the bids are responsive or non-responsive will be published in the website of the Corporation.
- 5.13.2. The quantity of Biolarvicide: Bacillus Thuringiensis Israeliensis (BTI) needed for making unit volume of ready to spray formulation and the frequency of application for optimum result vary with strain/species.
- 5.13.3. 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.

- 5.13.4. 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.
- 5.13.5. 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.
- 5.13.6. The Price Bids will be scrutinized and the provisional item wise rate list of of the eligible bidders will be published in the website of the Tender Inviting Authority inviting complaints / suggestions/comments from the bidders / public.
- 5.13.7. The status of the bidders after the opening of the price bid 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.
- 5.13.8. 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.
- 5.13.9. The rate quoted by the bidder in the Price Bid (BOQ) will NOT be the sole criteria for selecting the final L1 rate. The lowest rate will be arrived only after considering the frequency of use and cost effectiveness analysis of the product offered after evaluation by the technical committee/user departments. In other words, the L1 rate will be fixed on the basis of quantity of BTI required for the preparation of ready to spray formulation required for effective spraying per hectare and the frequency of application in one month. The bidder shall submit the strain and species of their offered product together with frequency of use, quantity required per hectare for both clear and polluted water for the effective spraying as per the format given in **Annexure VIII**.
- 5.13.10. The bidder shall furnish the notary attested copy of valid "NVBDCP guidelines for Larvicide Formulations and Dosages" clearly specifying the strain & species of their offered item to prove the quantity required to spray one hectare field of both polluted and non polluted water and the frequency of applications.
- 5.13.11. The bidder shall also furnish notary attested copy of specimen label of the quoted item for minimum one batch manufactured and supplied in each year during the last three years in which batch no. manufacturing date and directions for use shall be clearly legible.
- 5.13.12. The final bid status will be published in the website of the Corporation.
- 5.13.13. 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.

5.13.14. 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.

5.14. Acceptance/Rejection of bids:

5.14.1. 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.

5.14.2. The Tender Inviting Authority attaches prime importance to the quality of the product supplied and the 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 product offered.

5.14.3. 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.

5.14.4. 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.

5.15. Other terms and Conditions

5.15.1. 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.

5.16. Notices

- 5.16.1. 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;
- 5.16.2. The tender notices, documents, amendments, corrigendum, addendum etc, if any, at any stage of the tender process.
- 5.16.3. Results of the responsiveness of the Technical Bids.
- 5.16.4. List of bidders qualified for Price Bid opening and reasons for rejection of unqualified bidders.
- 5.16.5. Product wise rate list with the bid ranking status.
- 5.16.6. L1 rate list/ bid ranking status.
- 5.16.7. Final rate list.
- 5.16.8. Such other information which the Tender Inviting Authority desires to notify the stakeholders.
- 5.16.9. 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.
- 5.16.10. 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.

5.17. Award of Contract

- 5.17.1. *Criteria:* - *The subject tender is a running contract.* The contract will be awarded to the lowest evaluated bidder arrived as stated in Clause 5.8.3 subject to the reservations and preferences to the state MSMEs/PSUs.
- 5.17.2. *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.
Even though the variation in the quantity to be awarded $\pm 25\%$, it will be discretion of the Tender Inviting Authority whether to place orders with successful bidders, or the quantity will be adjusted, considering existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority.

5.18. Letter of Intent

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

5.19. Signing of Contract

- 5.19.1. 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.
- 5.19.2. The successful bidder, upon receipt of the Letter of intent / Purchase Order, shall communicate the acceptance of the Letter of Intent/Purchase order in the copy of the Letter of Intent/Purchase order, furnish the required Security Deposit, and also shall submit an agreement in the prescribed format as given in **Annexure – IX**, within 21 days, in a non-judicial Kerala stamp paper of value of Rs.200/- (stamp duty to be paid by the bidder).
- 5.19.3. The successful bidder at the time of submission of the agreement shall furnish copy of notarized 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. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present MD & Directors of the firm shall also be furnished separately.
- 5.19.4. There will be a Security Deposit 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.
- 5.19.5. 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 Demand Draft drawn in favour of the Managing Director, Kerala Medical Services Corporation Limited payable at Thiruvananthapuram / Bank Guarantee in the format as given in **Annexure - X** for a period of 18 months from the date of Letter of Intent.
- 5.19.6. If the successful bidder fails to furnish the documents sought and/or, execute the agreement and/ or to deposit the required security deposit 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 5.21
- 5.19.7. 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 due/deposits/BG/by the way of revenue recovery.

- 5.19.8. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.
- 5.19.9. 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.
- 5.19.10. The Bank Guarantee submitted in place of 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 bids.

5.20. Purchase Procedures

- 5.20.1. 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.
- 5.20.2. 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.
- 5.20.3. 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) 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.
- 5.20.4. The division of tender quantity to State MSMEs is as follows;
- 5.20.4.1. 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.

5.20.4.2. 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.

5.20.4.3. 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.

5.20.4.4. 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.

- 5.20.5. 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.
- 5.20.6. In case the supply order is placed to another bidder as explained in para 6.24.5 the supply schedule will be re-arranged to avoid stock out position of that product.

5.21. Supply Conditions

- 5.21.1. 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 IV.
- 5.21.2. The materials supplied by the successful bidder shall be of the best quality and shall comply with the specifications specified in Section III. Items supplied in contravention to the specifications & conditions in Section III will be summarily rejected.
- 5.21.3. The supplier shall supply the materials required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- 5.21.4. On finalization of the contract, the purchase orders will be issued to each supplier. The schedule of supply will be as stipulated in Section IV. The quantity supplied shall not be in excess of the quantity specified in the supply schedule by the Tender Inviting Authority unless otherwise agreed to.
- 5.21.5. The quantity supplied in excess of the total ordered quantity will not be accepted and the supplier shall take back the excess at their cost. The Tender Inviting Authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- 5.21.6. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life and **should have minimum 75% shelf life** from the date of

- manufacture when supplied to the Corporation. It is imperative that the materials supplied are in proper packaging capable of protecting the items throughout their shelf life. Materials supplied without following the above conditions will be rejected.
- 5.21.7. The bidder shall submit the certificate of analysis from an **Approved Laboratory** with necessary protocols for every batch of items supplied along with the consignment.
- 5.21.8. Before the shipment of the items against the purchase orders, the supplier shall furnish the copy of the invoices, **test reports from Approved Laboratory and In-house test reports** of all the batches in the invoice to the Quality Control Division of the Corporation through e-mail (qcapproval.kmscl@kerala.gov.in). The Quality Control Division will verify the test reports 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 “**Accepted**” or “**Rejected**” in DDMS software against each batch.
- 5.21.9. The 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.
- 5.21.10. Bidder shall supply the product at the Drug 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 on **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.
- 5.21.11. The supplier shall, after supply of items at the specified destinations, submit Invoice (original) certificate of analysis of each batch tested in **in-house testing laboratory in addition to the third party independent Approved Laboratory**, at the Head Office, KMSCL claiming payment for the supply made.
- 5.21.12. The supplier shall supply the materials at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations. For the purpose of this tender the invoice shall specify the generic name of the material as tendered. Where more than one batch of the item 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. 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 in the invoice/analysis report and actual supplies will be considered as improper invoicing and will dealt with accordingly.

- 5.21.13. 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 requirement 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.
- 5.21.14. 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.
- 5.21.15. 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.
- 5.21.16. 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 item received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within 15 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 excess quantity supplied will be disposed at the discretion of the TIA, without consideration for any payment to the supplier in lieu of that quantity.
- 5.21.17. In respect of the firm supplying more than one items during the contract period, if three or more than 50% of the ordered items, whichever is less are defaulted, then the firm is liable to be blacklisted for a period of 24 months from the date of such order and the firm will be ineligible to participate in any of the tenders floated by the TIA during the period of blacklisting. If in any case such practice of default supply is repeated, the firm will be blacklisted for further three years.
- 5.21.18. The name of the item shall be mentioned in English. The items quoted are to be supplied in standard packing with wordings “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products.

5.22. Packing

- 5.22.1. The items shall be supplied in the package specified here under and in **Annexure - VI** and the package shall carry wordings “KERALA GOVERNMENT SUPPLY –

- NOT FOR SALE and shall appear in primary, secondary and tertiary packing of all products.
- 5.22.2. 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.
- 5.22.3. 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 after notice.
- 5.22.4. In the event of items supplied is found to be not as per specifications in respect of their packing, 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.

5.23. Quality Testing, Quality Control Deduction and Penalties

- 5.23.1. All the batches of the items supplied shall be supported by test/ analysis reports furnished by Approved Testing Laboratory. 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.
- 5.23.2. 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*.
- 5.23.3. 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.
- 5.23.4. 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.
- 5.23.5. 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, then that particular product of that firm will be blacklisted for a period upto 3 years as per Clause 5.21.

- 5.23.6. 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 5.21.
- 5.23.7. The total value of the entire quantity of Not of Standard Quality batch supplied will be recovered from the supplier.

5.24. Payment provisions

- 5.24.1. 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.
- 5.24.2. 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. Payments for supply will be considered only after supply of 50% of the quantity ordered is completed, provided reports of Standard Quality of the batch tested at third party independent Approved Laboratory together with in-house test report are furnished along with the invoice in respect of each batch supplied.
- 5.24.3. 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.
- 5.24.4. 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 test reports (In house and Independent approved laboratory) is to be submitted to the Headquarters, duplicate invoices along with test reports from Independent Approved Laboratory are to be submitted at the District Drug Warehouses/scheduled delivery points along with the supply.
- 5.24.5. 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.

- 5.24.6. 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.
- 5.24.7. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to reduce the level. Failure to supply at the reduced rate will be deemed as withdrawal from the tender and contract and will be dealt with accordingly. If supplies are made at higher rates after the rate of reduction, payments will be eligible at the reduced rates only.
- 5.24.8. 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 in the part of the supplier in supplying the item and if such the enhancement in statutory levies occurred in 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.

5.25. Penalties & Deduction in Payments

- 5.25.1. All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in Section IV/purchase order.
- 5.25.2. If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in Section IV, 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.
- 5.25.3. Purchase orders will be cancelled under the conditions mentioned in Section IV after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.
- 5.25.4. 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%.
- 5.25.5. 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.
- 5.25.6. All the bidders are required to supply the product with prescribed packing specifications.
- 5.25.7. 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 5.16.8**.
- 5.25.8. 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 from his properties as per provisions of the law.
- 5.25.9. If LOI/purchase order is cancelled or agreement is terminated/blacklisted, the Corporation is at liberty to purchase the entire tendered quantity of the item from any other sources at the risk and cost of the defaulted bidder.
- 5.25.10. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

5.26. Saving Clause

- 5.26.1. 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.

5.27. Applicable Law & Jurisdiction of Courts

- 5.27.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 5.27.2. 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.

- 5.27.3. 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.

5.28. Corrupt or Fraudulent Practices

- 5.28.1. 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:
- 5.28.1.1. “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.
- 5.28.1.2. “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 /submission of fake document will be deemed as fraudulent practices. Making false/incorrect statement will also be treated as fraudulent practice.
- 5.28.2. 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.

- 5.28.3. 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/ bid comparison or contract award decisions may result in rejection of the bid.
- 5.28.4. 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.

5.29. Force Majeure

- 5.29.1. 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, and power cut are not considered as force majeure.**
- 5.29.2. 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.
- 5.29.3. 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.

5.30. Procedure for Blacklisting

- 5.30.1. The Tender Inviting Authority may blacklist any item, bidder/supplier for reason specified in Tender Document. Blacklisting shall be done after giving an opportunity to the bidder/supplier to show cause in writing. Blacklisting shall be for a maximum period of three years from the date of such order. The product(s)/bidder/ supplier will not be eligible to be considered in any of the tender/quotation floated by the Tender Inviting Authority during the period of blacklisting.
- 5.30.2. 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.
- 5.30.3. Blacklisting of a particular firm or product is without prejudice to other penalties stipulated in the terms & conditions of the tender document.

5.31. Provisions for Appeal

- 5.31.1. 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.

5.32. Termination of Contract

- 5.32.1. The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.
- 5.32.2. 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.
- 5.32.3. In the event of the TIA 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.
- 5.32.4. Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 5.32.5. 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.
- 5.32.6. 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.
- 5.32.7. In case, any item(s) supplied by the bidder are reported to be inferior in performance/description/safe usage, the TIA at liberty to reject such items and terminates the contract of the product/supplier.
- 5.32.8. 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.
- 5.32.9. Termination of contract of a contract with a supplier in whole or in part is without prejudice to any other penalties stipulated in the tender condition.
- 5.32.10. 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.
- 5.32.11. No compensation is payable to the supplier in the event of any termination of contract.

**Managing Director KMSCL &
Tender Inviting Authority**

CHECK LIST

TENDER NO. KMSCL/ED/BTI-NVBDCP/RT/2024/013

DATED.18.06.2024

NAME OF THE BIDDER: _____

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 and Tender Document Cost.
3.	List of item offered in the format prescribed in Annexure – II (PDF&EXCEL) .
4.	Annual turnover statement of last three financial years in the format given in Annexure - III certified by the Auditor.
5.	Notary attested photocopy of Manufacturing License and Certificate of renewal/current validity certificate duly approved by the Licensing authority for the product quoted. Items quoted with specifications shall be clearly highlighted and respective item code of the item shall be noted in the Product license.
6.	Notary attested photocopies of valid import licenses, if the product(s) are imported.
7.	Notary attested copy of valid Central Insecticide Board Registration Certificate.
8.	Notary attested statement of manufacture and sale of the quoted item in the last 3 years shall be furnished in the Performance Statement given in the Annexure - IV .
9.	Notary attested copy of valid “NVBDCP guidelines for Larvicide Formulation and Dosages” to prove the quantity of the offered item (in Ltr) required to spray one hectare field of both polluted and non polluted water and frequency of application per month.
10.	Notary attested copy of specimen label of the offered item manufactured and supplied by the bidder during last 3 years in which batch no., manufacturing date & directions for use shall be legible.
11.	Notary attested copy of Power of Attorney/Resolution of Board.
12.	Declaration and Undertaking in the format prescribed in Annexure – V .
13.	Notary attested copy of Audited Balance Sheets and Profit and loss statement for three years from 2020-21, 2021-22 & 2022-23.
14.	In case of products for which IS specification applicable in Section III, notary attested copy of license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS) to the bidder and its valid renewal shall be submitted.
15.	Notarized details of the Bidders and Manufacturing Unit –in the format prescribed in Annexure - VII .

Sl. No.	Document to be uploaded
16.	Notary attested copy of details of offered product together with the frequency of use and the quantity required per hectare as in the format given in Annexure VIII . The dosage and frequency of application in Annexure VIII shall conform to the current NVBDCP guidelines

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/BTI-NVBDCP/RT/2024/013** dtd **18-06-2024**, hereby submit this offer for the supply of the following items conforming to the specification, shelf life and all other parameters mentioned in section III of the tender document

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

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

Place : Signature :

Date : Name in Capital Letters :

Seal : Designation :

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ (Name & address _____) who is a prospective bidder for the e-Tender No. **KMSCL/ED/BTI-NVBDCP/RT/2024/013** dtd **18.06.2024** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Annual Turnover (Rs. in Crores)
1.	2020 - 21	
2.	2021 - 22	
3.	2022 - 23	
Total (Rs.)		
Average annual turnover (3 years)		

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						
Item code	Item 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.

Details of batches manufactured during last three years: Furnish statement of all batches produced including rejected batches, if any									
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
2020 -21									
2021-22									
2022-23									

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/Power of Attorney holder 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 have carefully read all the conditions of e-Tender **KMSCL/ED/BTI-NVBDCP/RT/2024/013 dtd 18.06.2024** for the Procurement of Biolarvicide: Bacillus Thuringiensis Israeliensis (BTI) 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.
2. 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.
3. 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, and furnishing forged/fabricated/false documents.
4. 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 Approved Government Laboratory 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.

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

PACKING: All items should be packed only in first hand boxes only.

LABEL: Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicating that the product is for " **GOVT. of KERALA SUPPLY - NVBDCP- NOT FOR SALE**" and it should carry the correct technical name, strength or the product, **scheme name**, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters

Note:- The name of the item shall be written on the label in Bold capital letters of at least font size 20 in Times New Roman. The scheme name shall also be displayed in bold capital letter of at least font size 36 in Times New Roman either on the label showing the item name or separately as another label.

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

Detailed Packing specification of tendered items

NO	Name of item	Specifications and other technical aspects	
05	BTI(Bacillus thurigiensis var israelinsis)	Content	Approved strain of BTI 5% AS, serotype H-14 having bio potency not less than 1200 ITU/mg
		Packing	1 Litter packets with proper packing
		Marking on the container	Each container shall bear indelible label containing name of the content, name of manufacturer, batch no. date of manufacture, net content, bio potency of BTI, cautionary notice etc.
		Conformity	Certificate of test showing bio potency in ITU from an accredited lab
		Cost effectiveness	The cost for quantity of BTI needed for spraying unit surface area of clear and polluted water (eg one hectare) in unit time duration (eg one month) to be calculated and considered .For this, the quantity of BTI needed for making unit volume (eg.10 litre) of spray formulation and frequency of spraying (once weekly/once in two weeks) must also be considered.

DETAILS OF THE BIDDER AND MANUFACTURING UNITS

I. Bidder Details			
A	a.	Name of the Bidder	:
	b.	Address for Communication	:
	c.	PIN code	:
	d.	Land Phone No	:
	f.	Mobile No	:
	g.	Fax	:
	h.	Email ID	:
B	a.	Name of the Managing Director/Director/Partner/Proprietor	:
	b.	Land Phone No	:
	c.	Mobile No.	:
	d.	Email ID	:
C	a.	Name of the Authorized contact person	:
	b.	Designation	:
	c.	Land Phone No	:
	d.	Mobile No	:
	e.	Email ID	:
D	a.	Address for return of the supplied item, if such circumstances arise,	:
	b.	PIN code	:
	c.	Landphone No.	:
	d.	Mobile	:
	e.	Fax	:
	f.	Email Id	:
E		GST Registration No. of the bidder	:
F		PAN of the bidder	:
II Details of Manufacturing Units *			
A	a.	Name of the Manufacturer - I	:
	b.	Address of the manufacturing unit -I	:

	c.	GST Registration No. of the manufacturing unit -I	:	
	d.	Items manufacturing license No. & Date	:	
	e.	Name of Contact person, Contact No, Email ID	:	
B	a.	Name of the Manufacturer - II	:	
	b.	Address of the manufacturing unit - II	:	
	c.	GST Registration No. of the manufacturing unit - II	:	
	d.	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.				
III. Bank Details				
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)	:	

COST ANALYSIS OF ITEMS QUOTED

Tender No. KMSCL/ED/BTI-NVBDCP/RT/2024/013

Dtd 18.06.2024

Bidder Name. & Address

TABLE - I					
Product offered by the Bidder					
Sl. No.	Name of Product	Strength	Unit	Strain	Species

TABLE - II						
Cost Analysis Statement						
Sl. No.	Nature of water (Clean/polluted water)	Weight (in Ltr) of the item required in 200Litres* ready to spray formulation/suspension	Dosage of ready to spray suspension required per Hectare	Frequency of application (weekly/fortnightly/monthly etc)	No. of sprays required per month	Monthly requirement of BTI (in Ltr) per Hectare
1.	Clean Water					
2.	Polluted Water					

Place : Signature :

Date : Name :

Designation :

Seal :

* “NVBDCP guidelines for Larvicide Formulation and dosage” as stated in Sl.No 9 of Annexure-I

AGREEMENT

THIS AGREEMENT made on this..... day of, 2024 between..... Kerala Medical Services Corporation Ltd represented by its Managing Director having its registered office at Thiruvananthapuram (hereinafter “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 tender for the procurement of Biolarvicide: Bacillus Thuringiensis Israeliensis(BTI) vide **TENDERNO. KMSCL/ED/BTI-NVBDCP/RT/2024/013 dtd 18.06.2024**. 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 Insecticides 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 insecticides 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 Item	Strength	Unit	Rate (Rs.)	LOI Quantity	Value (Rs)
Total Value (Rs.)							

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) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ (herein after called “the contract”) to supply The Kerala Medical Services Corporation Limited, (address) with (description of insecticide).

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;

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 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

Tender Inviting Authority : The Managing Director, Kerala Medical Services Corporation Ltd											
Name of Work : Tender For The Procurement Of BTI-for NVBDCP for the Year 2023-24											
Tender N o: KMSCL/ED/BTI-NVBDCP/RT/2024/013 dtd 18.06.2024											
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 (in Rs)	Total Amount /unit (in Rs)(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.6

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

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.8,9,10

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

Column No.11

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

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.

APPENDIX-II

Address of KMSCL Drug Warehouses					
SL NO	District Name	Address	(new) E-mail ID	Land line No	Mob No
1	Thiruvavanthapuram	District Drug Warehouse, DMO Compound, General Hospital, Palayam, Trivandrum-695035	mgrtvm.kmscl@kerala.gov.in	0471-2470222 0471- 4015638	9496003900
	Thiruvavanthapuram kinfra	District Drug Warehouse, Kinfra Apparel Park, Thumba, Trivandrum-695586	mgrkinfra.kmscl@kerala.gov.in	0471-2704277	9447065063
2	Kollam	District Drug Warehouse, Kerala State Warehousing Corporation ,Karikkode P.O, Karikkode Kollam- 691005	mgrklm.kmscl@kerala.gov.in	0474-2731238	9496004500
3	Pathanamthitta Adoor	XV/ 556 (6), 556 (7) & 556(8) K.P Road, Near Malabar Gold, Kannamkode, Adoor (Pathanamthitta) Pin: 691523	mgrpta.kmscl@kerala.gov.in	04734-223442	9496004600
4	Idukki painav	District Drug Ware House, Near Idukki Govt. Medical College, Idukki Colony P O, Cheruthoni., Idukki. PIN-685602	mgridk.kmscl@kerala.gov.in	0486-2232228	9496004900
5	Kottayam	District Drug Warehouse, Kerala Medical Services Corporation Ltd., Behind GOVT.HSS Arpookkara Near Govt.Medical College Kottayam- 686008	mgrktm.kmscl@kerala.gov.in	0481-2562401	9496004800
	Kottayam thellakam	District Ware House II, MC Road, Thellakam P.O, Kottayam-686630	mgrktm.kmscl@kerala.gov.in	0481-2790618	9496004800
6	Alappuzha DDWH	District Drug Warehouse Near Nursing College, Vandanam P.O, Ambalappuzha, Alappuzha 688005	mgralp.kmscl@kerala.gov.in	0477-2282302	9496004700
7	Ernakulam	District Drug Ware House, Udyogamandal, Near St. Joseph Hospital, Manjummel, Ernakulam-683501	mgrekm.kmscl@kerala.gov.in	0484-2555009	9496005400
8	Thrissur	District Drug Ware House, High Road, OPP. Police Officer's Quarters, Thrissur-680001	mgrtsr.kmscl@kerala.gov.in	0487-2423369	9447967413
	Thrissur, CWC	Central Warehousing Corporation, Kuriachira. P.O, Thrissur-680006	mgrtsr.kmscl@kerala.gov.in	0487-2423369	9447967413
9	Palakkad	District Drug Ware House, District Hospital Compound, Court Road,	mgrphd.kmscl@kerala.gov.in	0491-2533336	9496006200

Address of KMSCL Drug Warehouses					
SL NO	District Name	Address	(new) E-mail ID	Land line No	Mob No
		Palakkad-678001			
10	Malappuram Tirur	District Drug Ware House, Near Fire Force Station- Tirur, Tirur(PO), Malapuram-676101	mgrtirur.kmscl@kerala.gov.in	0494-2426759	9496003914
	Malappuram Manjeri	District Drug Ware House, State WareHousing Corporation Compound, Karuvambram P.O., Cheranni, Manjeri, Malapuram District.-676123	mgrmpm.kmscl@kerala.gov.in	0483-2760744	9496005800, 9496003914
11	Kozhikkode	District Drug Warehouse, Karuvannur Post Naduvannur (Via) Kozhikode, PIN- 673614 Kozhikode Kuttiady Highway Kerala.	Mgrkkd.kmscl@kerala.gov.in	0496-2653930	9496006400
12	Kannur	District Drug Warehouse, Harichandra Weaving Mill's compound (HWM), Near lakshmanan kada bus stop Thana Kakkad Road , Kannur-670002	mgrknr.kmscl@kerala.gov.in	0497-2705046	9496006700
13	Wayanad kalpetta	State Ware House Building, Near Fathima Hospital, Pinangode Road, Kalpetta, Wayanad -673121	mgrwyd.kmscl@kerala.gov.in	0493-6202898	9496006500
14	Kasargod	District Drug Ware House, Near Old District Hospital, Kanhagad, Kasaragod- 671315	mgrkzd.kmscl@kerala.gov.in	0467-2206464	9496006900

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