**ANNEXURE – I**

**CHECK LIST**

**TENDER NO. KMSCL/AHD-VET/RC/2024/004 DATED 08.04.2024**

**NAMEOFTHEBIDDER:……………………………………………………………**

| **Sl. No.** | **Document to be Uploaded** |
| --- | --- |
| 1. | Check list in **Annexure-I.** |
| 2. | Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD & Tender Document Cost. |
| 3. | The details of offline EMD submitted as DD, if applicable |
| 4 | **Bid Offer Form** in the format prescribed in **Annexure II (PDF).** |
| 5 | **Bid Offer Form** in the format prescribed in **Annexure II (Excel)** |
| 6 | Notary attested copy of Annual turnover statement for the last four financial years in the format given in **Annexure III** certified by the Auditor. |
| 7 | Notary attested copies of;1. Original Manufacturing Licenses/Repacking License in Form-25B
2. Certificate of renewal/current validity certificate of manufacturing license
3. Product permit duly approved by the Licensing authority for all product(s) offered.

**Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the product permit. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.** |
| 8. | Notary attested copies of Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for all the items offered. |
| 9. | Notary attested copy of valid **GMP or WHO-GMP** Certificate in respect of the production units and the products offered.If the offered products are manufactured from more than one unit, valid GMP/WHO-GMP certificate for all the units shall be produced.  |
| 10. | Notary attested copy of current **Non-conviction Certificate** issued by the licensing authority of the concerned state. |
| 11. | Notary attested Performance Statement for each item quoted shall be submitted by the bidders for each item as in **Annexure IV** specifying the following;1. Details of Offered Quantity.
2. Production Capacity
3. Details of batches manufactured during last 3 years
 |
| 12. | Notary attested copy of Power of Attorney/Resolution of Board. |
| 13 | Notary attested copy of Undertaking/declaration in the format prescribed in **Annexure V.** |
| 14 | Notary attested copy of Audited Balance Sheets and Profit and Loss Statement in any three years among the last four financial years from **2020-21 to 2022-23** |
| 15. | Notary attested details of the bidder and manufacturing unit in the format prescribed in **Annexure VII.** |

Place: Signature:

Date: Name in Capital Letters:

 Seal: Designation:

**ANNEXURE - II**

**BID OFFER FORM**

I/We M/s …………………………………………………………….…… have examined and accepted the conditions of the e-tender document No. **KMSCL/AHD-VET/RC/2024/004; DATED 08.04.2024** hereby submit this offer for the supply of the following items conforming to the specification, shelf life and all other parameters mentioned in section IV of the tender document.

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

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

**Place : Signature :**

**Date : Name in Capital Letters :**

 **Designation :**

**Seal :**

**ANNEXURE-III**

**ANNUAL TURN OVER STATEMENT**

 I hereby certify that **M/s. \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name & address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) who is a prospective bidder for the e-Tender No. **KMSCL/AHD-VET/RC/2024/004; DATED 08.04.2024** 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– 2021** |  |
| 2. | **2021– 2022** |  |
| 3. | **2022- 2023** |  |
| **Total (Rs.)** |  |
| **Average Annual Turnover per annum** |  |

Date:

Signature of Auditor Chartered Accountant

 (Name in Capital) :

 Name of firm :

Reg. No. :

Seal:

**ANNEXURE-IV**

**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

**ANNEXURE-V**

**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 No-**KMSCL/AHD-VET/RC/2024/004; DATED 08.04.2024** 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

**ANNEXURE - VI**

**PACKING AND LABELING SPECIFICATIONS**

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

**LABEL**: The labels should be clear and legible and should be affixed on primary, secondary and tertiary packing as per the regulations of D&C act.

Every corrugated box should carry a large outer label at least 15 cms x 10 cms dimension clearly indicating that the product is for “**FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT, KERALA – NOT FOR SALE**" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted below.

***Note****: -The GENERIC NAME of the 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.

1. **LABELING SPECIFICATIONS**
2. **DESIGN FOR LOGOGRAM**

****

**(***Colour image can be downloaded from the official website of theKMSCL www.kmscl.kerala.gov.in***)**

**DRUGS/SUPPLIES**

The primary, secondary packing and outer cartons of Drugs shall bear the above logograms and the words **“FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT, KERALA – NOT FOR SALE”** overprinted in red color.

**SPECIMEN LABEL FOR OUTER CARTON**

**15 cms**

|  |
| --- |
|  **~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~** **Product name :****EXP. DATE :** **10 cms****Batch.: …………… Quantity Packed: ………….****Mfg. Date: …………… Net Weight: ……………….****Manufactured by: ……….** |
| **FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT,** **KERALA – NOT FOR SALE** |

1. **BAR CODING DETAILS**

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

**ANNEXURE – VII**

**DETAILS OF THE BIDDER AND MANUFACTURING UNITS**

|  |
| --- |
|  **Bidder Details** |
| **I.** | **Bidder Details** |
| **A** | a. | Name of the Bidder | **:** |  |
| b | Address for Communication | **:** |  |
| c | PIN Code | **:** |  |
| d | Land Phone No | **:** |  |
| e | Mobile No | **:** |  |
| f | Fax No | **:** |  |
| g | E-mail ID | **:** |  |
| **B** | a. | Name of the Person to whom purchase orders and other communications are to be sent. | **:** |  |
| b | Land Phone No | **:** |  |
| c | Mobile No. | **:** |  |
| d | E-mail ID | **:** |  |
| **C** | a | Name of the Authorized person who co-ordinates logistic and supply of drugs  | **:** |  |
| b | Designation | : |  |
| c | Land Phone No | : |  |
| d | Mobile No | : |  |
| e | E-mail ID | : |  |
| **D** | a. | Name of the Authorized Person in the Account department of the firm  | : |  |
| b. | Land Phone No. | : |  |
| c. | Mobile Number | : |  |
| d. | E-mail 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. | Drugs Manufacturing License No. & Date | : |  |
|  | **e.** | Name of Contact Person, Contact No, E-mail 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. | Drug Manufacturing License No. & Date  | : |  |
| e. | Name of Contact Person, Contact No, E-mail Id | : |  |
| * **If the item offered is 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 E-mail Id | : |  |
| F | IFS Code of the Branch | : |  |
| G | Type of Account (Current/Savings) | : |  |
| H | Bank Account Number(as appear in the cheque book) | : |  |

**ANNEXURE - VIII**

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

To

The Kerala Medical Services Corporation Limited

(Address)

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and address of the Company) (Hereinafter called “the bidder”) has undertaken, in pursuance of tender no\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after called “the tender”) to participate in the tender of The Kerala Medical Services Corporation Limited, (address) with ……………………………. (description of goods and supplies).

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

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

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

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

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

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

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

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

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

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

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

………………………………………………………….

Name and designation of the officer

………………………………………………………….

………………………………………………………….

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

**ANNEXURE - IX**

**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 Veterinary Medicines for the year 2022-23 vide **E**-**TENDER NO. KMSCL/AHD-VET/RC/2024/004; DATED 08.04.2024.** 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 Veterinary medicines 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

1. This agreement shall deem to extend to such LOIs as may be issued in pursuance and in accordance with the tender.
2. 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.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply veterinary medicines conforming in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the 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.
5. 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** | **Item 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 thesaid ......................................... (For the ***Purchaser***)

in the presence of:

1) (Signature, Name and Address of witness)

Signed, Sealed and Delivered by thesaid ...........................................(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)

**ANNEXURE - X**

**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 Medicines).

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