###  ANNEXURE – I

**CHECK LIST**

**TENDER NO. KMSCL/ED/III–VIII/RC/2023/021 Dated 23.12.2023**

 **NAME OF THE BIDDER:**…………………………………………………………………………

| **Sl. No.** | **Document to be uploaded** | **Page.****No.** |
| --- | --- | --- |
| 1. | Check list in **Annexure - I.**All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page nos shall be written in the respective columns in the check list **Annexure I**. |  |
| 2. | Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD & Tender document cost. |  |
| 3. | The details of offline EMD submitted as DD/BG if applicable |  |
| 4 | The details of factory inspection fee @ Rs 50,000 for each additional unit submitted as DD, if applicable as per **clause 5.2.1.3**. |  |
| 5. | **Bid offer form** in the format prescribed in **Annexure – II (PDF)** |  |
| 6. | **Bid offer form** in the format prescribed in **Annexure II (Excel)** |  |
| 7. | Notary attested Average Annual turnover statement for last three financial years in the format given in **Annexure - III** certified by the Auditor. |  |
| 8. | Notary attested copies of;1. **Original MD License**/Manufacturing License in Form 25, 25-A, 28, 28-D, 28-E etc.
2. Certificate of renewal/valid retention 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 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.** |  |
| 9. | Notary attested copies of;1. Valid import license in Form 10
2. Previous import licenses issued 3 years prior to the date of notification of the tender, if the product is imported.
 |  |
| 10. | Notary attested copy of;1. Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for the items defined as drugs under D&C Act.
2. In case of imported drugs, bill of lading/sales invoices/market standing certificate issued by licensing authority to prove that the product is being imported/marketed by the bidder in last 3 years.
3. **In case of Medical Diagnostic devices and Non Drug items manufactured under Medical Devices Rules, current valid Market Standing certificate issued by licensing authority against the MD license along with previous Market Standing certificates issued by licensing authority shall be submitted by the bidder to prove 3 year Market Standing.**

**or** **The bidder shall submit Current valid Market Standing certificate issued by licensing authority against the MD license along with Sale Invoices of last 3 years to prove three year market standing.**1. **In the case of materials other than drugs, Sale Invoices of last 3 years shall be submitted by the bidder to prove 3 year Market Standing.**
 |  |
| 11. | Notary attested copy of valid license for the sale of items imported by the firms issued by the licensing authority, in the case of imported products. |  |
| 12. | Notary attested copy of valid GMP Certificate in respect of the production units and the products defined as Drugs in the D& C Act. If the offered products are manufactured from more than one unit, valid GMP certificate for all the units shall be produced. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.  |  |
| 13. | Notary attested copy of current Non-conviction Certificate issued by the licensing authority of the concerned State. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect. |  |
| 14. | 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
 |  |
| 15. | Notary attested copy of Power of Attorney/Resolution of Board. |  |
| 16. | Notary attested copy Undertaking/ declaration in the format prescribed in **Annexure - V.** |  |
| 17. | Notary attested copy of Audited Balance Sheets and Profit and Loss statement for three years from 2020-21, 2021-22 & 2022-23. |  |
| 18. | In case of items where IS standards are specified in list of items tendered (Section IV), the notary attested copy of the 1. Valid renewal license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS).
2. License issued by Bureau of Indian Standards (BIS) 3 year prior to the date of notification of the tender for the use of standard mark (IS) to prove 3 year market standing of the product & its renewals.
 |  |
| 19. | Notary attested copy of details of technical personnel employed in the manufacture and testing of items (Employees’ Name(s), Qualification(s), and Experience.) |  |
| 20. | Notary attested details of the Bidders and Manufacturing Unit –in the format prescribed in **Annexure - VII.** |  |

Place: Signature:

Date: Name in Capital Letters:

 Seal: Designation:

**ANNEXURE – II**

**BID OFFER FORM**

I/we M/s. …………………………………………………………….…… have examined and accepted the conditions of the tender document No. **KMSCL/ED/III–VIII/RC/2023/021 dated 23.12.2023,** hereby submit this offer for the supply of the following items conforming to the specification, shelf life and all other parameters mentioned in section IV of the tender document.

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

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

**Place : Signature :**

**Date : Name in Capital Letters :**

 **Designation :**

**Seal :**

**ANNEXURE-III**

 **ANNUAL TURNOVER STATEMENT**

 I hereby certify that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name & address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) who is a prospective bidder for the Tender No. **KMSCL/ED/III–VIII/RC/2023/021 dated** **23.12.2023** 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: ………………………………………………………**

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

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

|  |  |
| --- | --- |
|  | **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/Director of M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its Registered Office/ Place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having Factory Premise(s) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby declare on oath as follows;

1. that I/we am/are the person responsible for and also in charge of manufacturing and sale of the drugs/supplies manufactured by the company.
2. that I/we have carefully read all the conditions of tender **KMSCL/ED/III–VIII/RC/2023/021 dated 23.12.2023 for the procurement of Drugs/supplies for the period of 2024-25** floated by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram and I/we do accept(s) all the terms and conditions of the Tender document including amendments of the tender published by the Corporation.
3. that I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) bided and that we possess the necessary facilities for the production, have adopted proper procedures for control of all activities to ensure proper quality of the product(s) during its/their shelf-life and we shall maintain all documents including raw data records and will produce to the TIA, on demand. I/we understand and agree that in the event of I /We failing to provide such facilities, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting.
4. that I/we possess all the facilities for manufacture and supply of the material(s) bided for the offered quantity as per the terms and conditions of the tender. I/we do hereby understand and agrees that in the event of I/we failing to supply in full quantity at any stage when the contract is in operation, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting, and I/we will be liable to pay or agrees to recovery of the additional cost incurred for the alternate purchase of the contract quantity from any money due to the supplier.
5. that I/We possess the valid manufacturing licenses and GMP Certificate issued by the Competent Authority for all the quoted products and complies and shall continue to comply with the conditions of GMP criteria together with the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under. I/we will manufacture/supply items from the GMP certified plants as mentioned in our bid. I/we do hereby understand and agrees that in the event of I/We failing to adhere to the GMP norms and or any of the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under at any stage when the contract is in operation, the bid will be rejected/contract will be liable to be terminated and I/we will be liable to pay for the additional cost incurred for the alternate purchase of the contract quantity. Where the failure is observed after the conclusion of the contract, we will be liable for blacklisting according to the provision of this tender.
6. that I/We or any of the product(s) offered in this tender, at present, have not been blacklisted/debarred by the Tender Inviting Authority for any reason or by any State/Central Government organization for reason of Quality Non-compliances, GMP-non compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents.
7. that I/We or any of the offered Product is blacklisted/debarred by another State/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, I/We will intimate the TIA in writing within 14 days from the date of such order.
8. that the quoted rate of any item is not more than the price fixed by the National Pharmaceutical Pricing Authority or by State/central Government, in any means, and, further undertakes that if in future prices of the items offered is reduced by the authorities the same benefit will be transferred to the TIA.
9. that I/We will supply the materials of the best quality and will comply with the specifications, stipulations and conditions specified in Section IV. Drugs and other materials supplied in contravention to the specification, conditions in Section IV shall be summarily rejected.

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

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

**Verification**

I(name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(designation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_affirm on oath that the contents/information as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to reject the product(s)/terminate the contract/alternate purchase of the contract quantity at our risk & cost and the firm may be blacklisted/ prosecuted for the same.

 (Signature, Name & Designation)

Witness :-

1. (Name, Address & Signature)

2. (Name, Address & Signature)

 Seal

Attested by Notary Public

**ANNEXURE – VI**

**PACKING AND LABELING SPECIFICATIONS**

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

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

1. **OTHERS:** No box should contain mixed products or mixed batches of the same product.
2. **SPECIFICATION FOR THERMOCOL BOXES**
3. The thermocol box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the cold temperature throughout the period of transit.
4. The thermocol box should be packed with sufficient number of cold packs to maintain the desired temperature for the entire contents throughout the period of transit.

 Only first hand thermocol boxes should be used.

1. **LABELING SPECIFICATIONS**

 **1. DESIGN FOR LOGOGRAM**



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

**DRUGS/SUPPLIES**

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

**IMPORTED PRODUCTS**

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

**SPECIMEN LABEL FOR OUTER CARTON**

**15 cms**

|  |
| --- |
|   **~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~** **Product name :****EXP. DATE :** **10 cms****Batch. : …………… Quantity Packed: …………..****Mfg Date: …………… Net Weight: ……………….****Manufactured by: ……….** |
| **KERALA GOVT SUPPLY – 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**

|  |  |
| --- | --- |
| **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 | **:** |  |
|  | **g** | Email 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** | Email ID | **:** |  |
| **C** | **a** | Name of the Authorized person who co-ordinates logistic and supply of items. | **:** |  |
|  | **b** | Designation | **:** |  |
|  | **c** | Land Phone No | **:** |  |
|  | **d** | Mobile No | **:** |  |
|  | **e** | Email ID | **:** |  |
| **D** | **a.** | Name of the authorized person in the account department of the firm  | **:** |  |
|  | **b.** | Land phone No. | **:** |  |
|  | **c.** | Mobile | **:** |  |
|  | **d.** | 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.** | Drugs 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.** | Drug manufacturing license No. & Date  | **:** |  |
|  | **e.** | Name of Contact person, Contact No, Email ID | **:** |  |
| * **If the items offered are manufactured in two or more manufacturing units/loan licensee, the above details of all the units shall be furnished.**
 |
| **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) | : |  |

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

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

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

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

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

We undertake to pay you any money so demanded not withstanding 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 (herein after “the ***Purchaser***”) of one part and M/s. ………..................... (Name and Address of Supplier).................................... (herein after “the **Supplier**”) represented by ……………………… (Name of the Authorized Signatory and Designation), aged …..... years, residing at ……………………………… (full residential address of the Signatory) of the other part:

WHEREAS the Purchaser has invited tenders for the procurement of drugs/supplies vide TENDER NO **KMSCL/ED/III–VIII/RC/2023/021 dated 23.12.2023**. The supplier has submitted technical and Price Bids as contained in the Tender Document. The Purchaser has finalized the tender in favour of the Supplier for the procurement of drugs/supplies specified in the schedule attached hereto at the prices noted against each item therein for a total cost of Rs. ………………… (Contract Price in Words and Figures) (herein after “the Contract Price”) on the terms and conditions set forth in the agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;

(b) The Schedule of Requirements;

(c) The Specifications and other quality parameters;

(d) The clarifications and amendments issued / received as part of the Tender Document

(e) The General Conditions of Contract;

(f) The Specific Conditions of Contract; and

(g) The ***Purchaser***’s offer Letter

(h) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority

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 drugs/supplies 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** | **Drug Code** | **Name of the Drug** | **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

**ANNEXURE - X**

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To

The Kerala Medical Services Corporation Limited

(Address)

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

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

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

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

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

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

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

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

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

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

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

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

………………………………………………………….

Name and designation of the officer

………………………………………………………….

………………………………………………………….

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