



KERALA MEDICAL SERVICES CORPORATION LTD.,

Thycaud P.O., Thiruvananthapuram-14

Tele Fax No : 0471-2945647,

Ph No 0471-2945600

Email id : kmsclepqt@gmail.com

CIN No: U24233KL2007SGC021616, PAN: AADCK4029M, GSTIN: 32AADCK4029M1ZK

Notice Inviting Quotation (N.I.Q) (Quotation No: KMSCL/EP/Q91/COVID/2020-21)

- I. Quotations are invited online for the purchase of the following items as per the terms & conditions given herewith from the manufacturers/ authorized distributors /direct Importers:-

Sl. No.	Item Name	Indicative Qty.
1	Antigen Rapid test kit for diagnosis of COVID-19	15,00,000 Tests

II. TECHNICAL SPECIFICATIONS

1. Antigen based rapid test for diagnosis of COVID-19
2. Should be able to get the result in less than 45 minutes
3. The tests should be able to conduct anywhere (outside the hospital / lab environment)
4. All items required to conduct the test should be provided along with the kits. Anything needed for the testing that is not provided shall be supplied by the bidder free of cost.
5. There should not be any additional equipments/ pipettes/ test tubes/ Special testing environmental requirement for the testing.
6. Should be approved by ICMR.
7. Should have license to import / manufacture the offered kits from CDSCO/ DCGI
8. The Antigen rapid test kits should have minimum 6 months shelf life as on date of delivery to KMSCL

III. TERMS AND CONDITIONS

1. Prospective bidders are requested to submit the quotations through e-mail to kmsclepqt@gmail.com up to 11.00 am, 03.05.2021. Offer received during 28.04.2021 to 03.05.2021 up to 11.00 am will only be considered.
2. The samples of the offered kit at least 200 tests shall be submitted to KMSCL Head Office Thiruvananthapuram on or before 04.05.2021; 4 p.m. After submission of samples an email confirmation shall be sent to kmsclepqt@gmail.com. The samples received after this period will not be considered for evaluation and the quotation submitted will be rejected. The batch number of the samples submitted shall be the same which are proposed to be supplied if the contract is awarded. New batch of kits can be supplied only after testing by KMSCL.



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3. The quotation documents are published on the website of KMSCL www.kmscl.kerala.gov.in. The excel file as per the format given along with the quotation notice shall be submitted. The price bid shall be submitted as per format given along with quotation notice. The filled in price bid shall be submitted in pdf format after protecting with a password.
4. The following documents shall be submitted by the bidders and the language for bid submission shall be English.
 - a. Quotation document in the excel format attached along with quotation notice.
 - b. Company registration certificate
 - c. GST registration certificate
 - d. Authorization letter from the manufacturer in case of distributor and direct importer.
 - e. Product details / catalog / brochure
 - f. Approval from ICMR
 - g. License to import / manufacturer from CDSCO / DCGI
 - h. Price bid as per format in pdf and it should be password protected.
 - i. Affidavit as per format for clause 11.
5. Quotation documents submitted in any other format shall not be considered. Incomplete or partially filled quotation documents shall also be not considered. The quotations received without price bid shall be rejected. If password of the price bid is not provided after evaluating the technical bid, upon request from TIA, then the offer will be rejected.
6. Quotations submitted by Consortium / joint quotation (one quotation mentioning two company names) will not be considered. Blacklisted / debarred firms by central or any state Government or any Government organizations / institutions are not eligible to offer quotation and will be rejected.
7. The offer of the firm not matching with the stipulated technical specifications will not be considered. It is mandatory that all the stipulated documents shall be attached along with the quotation, failing which the offer will not be considered.



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8. The kits of certain manufacturers were returned back due to problem in the kits by KMSCL. The kits of such manufacturers will not be accepted and the offer will be rejected.
9. The price bid of the prospective bidders whose offer meets all the stipulated technical specifications, who submits all the documents as per the quotation document and qualifies the sample evaluation will only be considered. The password of price bid will be sought through email only if the offer meets all the stipulated conditions. The bidder who meets all the technical specifications and submits all required documents satisfactorily and offers the lowest per test rate will be declared as the L1 bidder. The result will be published in KMSCL website after due evaluation by the committee. If more than one eligible bidder offers the same lowest rate, then the order quantity will be split equally. In case of emergency requirement of antigen kits, the sample evaluation will not be done and price bid will be opened. The L1 will be awarded conditionally with the first order and sample evaluation will be held simultaneously. If sample evaluation is failed then the kits will not be accepted and should be taken back. If complaints are reported while testing the kits supplied against the order issued, action will be taken as per quotation conditions 21, 22, 23, 24 and 25.
10. The materials shall be delivered by the bidder at the concerned warehouses of KMSCL across the state of Kerala, which will be mentioned in the supply order, within **7 days** from the date of supply order.
11. It will be difficult for the officials in the warehouses to verify the tertiary boxes containing the kits at the time of supply. The tertiary box will be verified only during further distribution for testing. If any short supply of secondary boxes is noticed within 10 days of supply of kits to the warehouses, the same will be informed to the supplier and shall provide the missing kits within next 7 days.
12. **100% payment through RTGS** transfers against delivery and submission of original invoices, stamped receipt (Material Receipt Certificate) from concerned KMSCL warehouse within 20 days of submission of documents to KMSCL head office. All statutory deductions are applicable.
13. The successful tenderer shall execute an agreement for ensuring satisfactory supply of the item and its performance while testing.
14. The bidder should submit an affidavit stating that the quoted rate in this quotation is the lowest rate offered for the same model of kit across India. The bidder shall also



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undertake that if the price of the offered product in the market is reduced during the price firmness period, then the same shall be passed on to KMSCL voluntarily. Failing to adhere to the clause shall lead to recovery of additional payment made if any with 18% interest per annum / blacklisting of the firm for a period of 2 years. The bidder should submit an affidavit in their letter head in this regard as part of the quotation document and failing which the offer shall not be considered.

15. The quantity mentioned is only indicative. The quantity may either increase or decrease as per the actual requirement. The supply order for the quantity mentioned in this document will be issued in batches, based on the requirement and the quantity of each batch may vary from 50,000 to 2 lakhs. The Tender Inviting Authority reserves the right to cancel the quotation and invite fresh quotes at any point of time irrespective of the quantity of orders issued, if the market rate of the item falls below the rate fixed in the quotation.
16. In case of authorized dealer / direct importer, manufacturer's authorization shall be mandatorily submitted.
17. The price must be quoted per test only. Price Offered shall be all inclusive and in Indian Rupees. The quoted basic price should be inclusive of all taxes and duties including GST, customs duty, packing, insurance, transportation till the concerned warehouses of KMSCL, loading and unloading charges, etc till the location mentioned in the Supply order. If GST is not mentioned in the stipulated column of price bid, it will be presumed that the rate offered is inclusive of GST.
18. The items shall be delivered by the bidder at the concerned warehouses of KMSCL mentioned in the supply order.
19. The bidder shall provide training materials and arrange for online training regarding the effective use of kits for the test of COVID-19 to the end user.
20. The successful bidder shall submit internal validation certificate for each batch supplied along with the delivery of rapid antigen test kits. The bidder shall also furnish the details of protocol adopted for the validation.
21. The complaints reported on the antigen kits supplied shall be rectified by deputing the technical team within two days of reporting the complaint and the defective kits shall be replaced at free of cost. After rectifying the complaint a report shall be obtained from the field testing team. If the problem persists even after the



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intervention of the technical team, then the usage of test kits will be stopped throughout the state and all the unused kits will be returned back to the supplier at his/ her cost. Alternate purchase will be initiated by KMSCL at the risk and cost of the L1 bidder.

22. If complaints are reported from more than two districts regarding the supplied antigen kits, the testing will be stopped completely throughout the state. The supplier will be allowed 2 days to rectify the complaints and to obtain satisfactory report. The defective kits shall be replaced at free of cost. If the problem persists even after the intervention of the technical team, then the usage of test kits will be stopped and all the unused kits will be returned back to the supplier at his/ her cost. Alternate purchase will be initiated by KMSCL at the risk and cost of the L1 bidder.
23. If 5% of the order quantities of kits are reported to be faulty / defective, the usage of test kits will be stopped throughout the state. The unused kits will be returned back to the supplier at the suppliers cost. Alternate purchase will be initiated by KMSCL at the risk and cost of the L1 bidder.
24. The kits with problems of smudging, thin or feeble lines, non appearance of control line or any other problem due to which result could not be interpreted shall be replaced at free of cost within 5 days of intimation.
25. Payment will not be made for the defective kits. If tests were to be repeated more than once for a patient due to problem related to the kits supplied, payment will be made only for one kit and the defective kits shall be replaced at free of cost within 5 days.
26. If the kits have to be returned back to the supplier due to defect / fault, then 25% cost of the defective kits will be levied as penalty.
27. The rate quoted shall remain valid for 90 days.
28. The other eligible bidders will be given opportunity to match the L1 rate. If the L1 bidder do not have the capacity to supply the order quantity within the stipulated delivery period, Tender Inviting Authority reserves the right to split the order quantity to ensure timely supply. The ratio will be decided by the Tender Inviting Authority.



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29. The Tender Inviting Authority also reserves the right to issue orders to the matched L1 rate in the following situations.
- If usage of test kits are stopped due to defect / fault in the kits supplied.
 - If the L1 bidder could not supply the kits within the stipulated time period, then the tender inviting authority reserves the right to issue orders to the matched bidder(s).
 - If kits are required in huge volume and if the L1 bidder could not supply the kits within the stipulated time.
 - If the distribution of the kits are stopped by any authorised agency.
30. When orders are issued to the matched L1 bidders, preference will be given to L2, L3, L4 ... and so on.
31. If the successful bidder fails to deliver any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to their rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the item to be supplied per day of delay or part thereof on delayed supply of goods until actual delivery, subject to a maximum of 10% of the supply order value and under any circumstances the delivery will not be accepted after 30 days from the date of supply order.
32. If the successful bidder fails to deliver the materials within the stipulated time period, the Tender Inviting authority reserves the right to cancel the supply order and issue to the next lowest bidder at the risk and cost of L1 bidder, if the L1 rates are not matched.
33. The terms and conditions of the quotation document alone will prevail and any other conditions mentioned by the in the documents submitted by the bidders will not considered.
34. The Tender Inviting Authority reserves the right to take any action deemed fit for any kind of tender violation by the bidders.



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35. If dispute or difference of any kind arise between the Tender Inviting Authority and the bidder/ supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
36. If the parties fail to resolve their dispute/difference by such mutual consultation within twenty-one days, then either the purchaser or the supplier shall give notice to the other party to commence arbitration, as per the provisions in Indian Arbitration and Conciliation Act, 1996 or any amendment thereof.
37. In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Smt. Anupama T.V, Director, Women and Child Welfare, Govt. of Kerala whose decision shall be final.
38. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, India.

Sd/-

Thiruvananthapuram
28.04.2021

MANAGING DIRECTOR
Tender Inviting Authority



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AFFIDAVIT

I/We M/s. _____ represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office at

_____ do
hereby declare that I/We have carefully read all the conditions of Quotation
KMSCL/EP/Q91/COVID/2020-21 Dated 28.04.2021 for the purchase of Rapid
Antigen kits invited by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram
and accepts all conditions of Quotation document.

Further we declare that the quoted rate in this quotation is the lowest rate offered for
the same model of kit across India as on It is also assured that if the price of
the offered product in the market is reduced during the price firmness period, then the same
shall be passed on to KMSCL voluntarily.

Dated thisDay of, 20.....

Name of the Applicant

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Signature of the Authorised Person

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Seal :

Name of the Authorised Person