



KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)

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E-TENDER DOCUMENT FOR THE PROCUREMENT OF

**Veterinary Medicines
to the Animal Husbandry Department**

FOR THE YEAR 2023-24

No: KMSCL/AHD-VET/RC/2024/004 DATED: 08.04.2024

Date and time of Commencement of the Tender	:	08.04.2024	11.00 am
Last date and time for the online uploading of the Tender	:	02.05.2024	05.00 pm
Date and time of online opening of Technical Bid	:	06.05.2024	11.00 am

For details:

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-SECTION I

INTRODUCTION

- 1.1. **The Kerala Medical Services Corporation Limited - KMSCL** is a fully owned company of Government of Kerala set up in 2007 and is operational with effect from 1st April 2008 for providing various services to the health care institutions under the Department of Health and Family Welfare, Government of Kerala. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs including Medical devices and other stores equipments for Veterinary 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 centers, x-ray/scanning facilities, ambulance services etc.
- 1.2. This tender is indented for the **Procurement of Veterinary Medicines to the Government Veterinary Institutions under the Directorate of Animal Husbandry.**
- 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, Kerala.
- 1.4. All notices/decisions will be published from time to time on our website www.kmscl.kerala.gov.in.
- 1.5. The money spent by the Corporation is public money and hence accountable.

08.04.2024

sd/-
Managing Director, KMSCL &
Tender Inviting Authority

SECTION II

2. General Definitions/Explanations

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

- 2.9** *Blacklisting/Debarring*– the event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period upto 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to supply of substandard, misbranded, adulterated or spurious or any products manufactured/ imported in contravention of any of the laws of the land and for indulging fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term will include, among all other things, making false/ misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence/affect/ stall the tender/ procurement/ payment processes in any way, making false/ baseless complaints about other bidders or bids or products or any person/ organization/ related to the tender activities etc and such activities as specified in this Tender Document. Blacklisting/debarring etc by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.
- 2.10** *L₁Rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.
- 2.11** *Liquidated Damages* – means penal charges levied by the Tender Inviting Authority for the delay in supply of the products after the expiry of stipulated period mentioned in the supply conditions of the tender at the rate mentioned therein, subject to a maximum of 10% of defaulted value.
- 2.12** *Risk & Cost Value* – is the additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the supplier from other sources at a higher cost.
- 2.13** *Unexecuted Fine* is the fine imposed for the default committed by the supplier in the form of short-supply or non-supply of the quantity of the product ordered as per the Purchase Order.
- 2.14** *Letter of Intent*– is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- 2.15** *Purchase Order* means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the items at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.

2.16 *Supply Schedule* – means the schedule for supply of product which shall be adhered to for supply as per Clause 5.1.2 unless altered with mutual consent on the basis of the movement /consumption of products, exigencies and other reasons suiting the requirements of TIA and not suiting to the requirements of the supplier.

2.17 *Basic Unit*– means the smallest unit of the items to be made available. The rate to be given on the price bid shall be quoted for the basic unit mentioned in Section IV.

2.18 *Supplier* - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.

2.19 *'State Micro, Small and Medium Enterprises'* - means industrial units as classified in Clause 7(1) of chapter III of the Micro, Small and Medium Enterprises Development Act, 2006 which manufactures the goods within the state and registered with the competent authority of the Industries and Commerce Department of Govt. of Kerala.

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

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

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

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

SECTION III

3. TENDER SCHEDULE

3.1. Tender Details

1.	<i>Tender No.</i>	KMSCL/AHD-VET/RC/2024/004
2.	<i>Cost of Tender Document</i>	Rs.29,500/- (Inclusive of GST @ 18%)
3.	<i>Earnest Money Deposit</i>	Shall be as specified in Clause 4.1 and 6.4. The minimum EMD of Rs.15,000/-shall be submitted online along with cost of tender document.
4.	<i>Validity of EMD</i>	8 months from the date of opening of Technical Bid.
5.	<i>Security Deposit</i>	3% of the total value of the LOI
6.	<i>Validity of Security Deposit</i>	18 months from the date of LOI or 3 months after successful completion of supply whichever is later.

3.2. Schedule of Dates

Sl.No.	Particulars	Date and time
1.	Date and time of commencement of downloading (by bidders) of Tender Document	08.04.2024 11.00 am
2.	Last date and time of uploading (by bidders) of tender	02.05.2024 5.00 pm
3.	Date & time for receipt of sealed cover containing Balance EMD by way of DD/BG	02.05.2024 10.00 am to 04.05.2024 05.00 pm
4.	Date and time of opening of the Technical Bid	06.05.2024 11.00 am
5.	Date of opening of the Price Bid	Price bids of the bidders qualified in technical evaluation will be opened on the date published in website of the Corporation

SECTION IV

4. DETAILS OF ITEMS TENDERED

	Category	Particulars	No of items in each Category	Sl. No. in the list of items quoted (Section 4.1)
4.1.1	List - I	Generic Drugs	28	1-28
4.1.2	List - II	Consumables	2	29-30
4.1.3	List - III	Galenical Drugs	30	31- 60

4.1. List of items Tendered

4.1.1. List – I : Generic Drugs

4.1.1		LIST - I (Generic Molecules)					
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
1	V01031	ATROPINE SULPHATE INJ IP	0.6 mg/ml	1ml Amp	3,000	24	100
2	V01014	CALCIUM BORO GLUCONATE INJ IP	Calcium Gluconate IP 20.80% Boric Acid IP- 04.25% Chlorocresol IP(as preservative) 00.10% w/v	450 ml	7,000	24	10,000
3	V01002	CHLORPHENIRAMINE MALEATE INJ IP	10 mg/ml	30 ml vial	4,000	24	1,200
4	V01033	CYPERMETHRIN SOLUTION	Contains Cypermethrin High CIS EC 10% w/v	1 Litre	5,000	24	6,000
5	V01015	DEXAMETHASONE INJ IP	Each ml contains Dexamethasone Sodium Phosphate IP 4.4 mg equivalent to Dexamethasone 3.34 mg	5 ml Vial	3,500	24	200
6	V01034	ENROFLOXACIN INJECTION LA	10% w/v	100 ml Vial	6,500	24	19,500
7	V01035	FENBENDAZOLE AND PRAZIQUANTEL BOLUS	Each tablet contain Fenbendazole IP 150mg and Praziquantel IP 50mg	1 No	70,000	24	24,500
8	V01006	FLUNIXIN MEGLUMINE INJ USP	Each ml contains Flunixin Meglumine 83 mg equivalent to Flunixin 50 mg	20 ml Vial	4,000	24	7,600

4.1.1		LIST - I (Generic Molecules)					
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
9	V01007	GAMMA BENZENE HEXACHLORIDE,PRO FLAVIN HEMISULPHATE & CETRIMIDE OINTMENT	Gamma benzene hexachloride IP 0.1%+ Proflavine hemisuplhate 0.1%+ Cetrimide IP 0.45%w/w	100 gm tube	10,000	24	9,300
10	V01017	HYDROGEN PEROXIDE 500ML	Contains 5.0% to 7.0% of Hydrogen Peroxide(20 Vol)	500 ml	3,000	24	2,100
11	V01037	LIDOCAINE U.S.P SPRAY	10%	50 ml Bottle	5,000	24	7,100
12	V01038	LIGNOCAINE HYDROCHLORIDE INJ IP	2%	50 ml Vial	5,000	24	500
13	V01020	LITHIUM ANTIMONY THIOMALATE INJ IP	60 mg	50 ml	1,500	24	5,400
14	V01021	MELOXICAM PARACETAMOL BOLUS	Meloxicam 100mg+ Paracetamol 1500 mg	1 bolus	1,00,000	24	3,800
15	V01022	METRONIDAZOLE INJ IP	500 mg/ 100 ml	100ml Bottle	7,500	24	800
16	V01039	MORANTEL CITRATE	594 mg	Bolus	70,000	24	49,000
17	V01023	NORADRENALINE STERILE CONCENTRATE IP	2 mg/ ml	2 ml	3,000	24	300
18	V01024	OXYTETRACYCLINE INJ IP	100 mg/ml	100 ml Bottle	6,000	24	12,100
19	V01008	POVIDONE IODINE SOLUTION IP	5% W/V	500 ml Bottle	5,000	24	4,600
20	V01040	PYRANTEL PAMOATE ORAL SUSPENSION	250 MG/ 5 ml	10 ml	70,000	24	42,000
21	V01025	RINGER LACTATE INJ IP	500 ml	Bottle	10,000	24	2,000
22	V01026	SODIUM CHLORIDE & DEXTROSE INJ IP	0.9%+5%W/V	500ml Bottle	20,000	24	4,000
23	V01027	SODIUM CHLORIDE INJ IP	0.9%W/V	500 ml Bottle	20,000	24	4,000
24	V01028	SULPHADIAZINE AND TRIMETHOPRIM BOLUS IP	Sulphadiazine IP 1000 mg +Trimethoprim IP 200 mg	1 Bolus	50,000	24	3,600
25	V01029	SULPHADIAZINE AND TRIMETHOPRIM INJ IP (FOR IM USE)	Each ml contains Sulphadiazine IP 400mg +Trimethoprim IP - 80 mg	30 ml vial	5,000	24	5,300
26	V01011	SULPHADIMIDINE BOLUS IP	5 gm	1 bolus	25,000	24	3,900

4.1.1 LIST - I (Generic Molecules)							
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
27	V01030	TRAMADOL HYDROCHLORIDE INJ IP	50 mg/ ml	2 ml	3,000	24	700
28	V01041	XYLAZINE INJECTION	20 mg/ml	30 ml	2,500	24	3,600

4.1.2. List – II: Consumables

4.1.2 LIST - II (CONSUMABLES)							
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
29	V03001	ABSORBANT COTTON ROLL	500 gm	Packet	10,000	36	14,000
30	V03002	ABSORBANT COTTON GAUZE	7.5 cm x 3m	Packet	20,000	36	16,000

4.1.3. List – III: Galenical Drugs

4.1.3 LIST - III (GALENICALS DRUGS)							
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
31	V02037	ACRIFLAVIN HCL BPC	100 gm	Bottle	3,000	24	47,500
32	V02038	AJOWAN IP	2 Kg	Packet	6,000	24	30,100
33	V02001	AMMONIUM CARBONATE NF	500 gm	Packet	3,500	24	6,400
34	V02039	AMMONIUM CHLORIDE I.P.	500 gm	Packet	2,000	24	1,700
35	V02002	ANISE IP	2 Kg	Packet	5,000	24	33,000
36	V02004	ASAFOETIDA TINCTURE IP	500 ml	Bottle	8,000	24	26,900
37	V02041	BLACK DISINFECTANT FLUID (GRIII)	500 ml	Bottle	3,000	24	1,900
38	V02042	CALCIUM GLUCONATE I.P	500gm	Packet	5,000	24	7,600
39	V02007	CATECHU TINCTURE IP	500 ml	Bottle	20,000	24	30,200
40	V02009	COAL TAR SOLUTION IP/BP	500 ml	Bottle	3,000	24	5,400

4.1.3		LIST - III (GALENICALS DRUGS)					
SL No	Drug Code	Drug Name	Strength	Unit	Tender Quantity	Minimum Shelf life required (in months)	Required EMD (in Rs)
41	V02010	COMPOUND BENZOIN TINCTURE I.P	500 ml	Bottle	10,000	24	27,200
42	V02012	COMPOUND PICRORRHIZA TINCTURE I.P	500 ml.	Bottle	10,000	24	36,300
43	V02045	COPPER SULPHATE I.P	500gm	Packet	3,000	24	9,400
44	V02046	CRETA IP	1kg	Packet	20,000	24	12,000
45	V02048	FERROUS SULPHATE (DRIED) IP	500 gm	Packet	5,000	24	4,300
46	V02014	FORMALDEHYDE SOLUTION IP	37% w/v	500 ml Bottle	5,000	24	3,300
47	V02015	GINGER IP	2 kg	Packet	6,000	24	53,000
48	V02017	IODINE CRYSTAL IP	125 gm	Packet	1,200	24	15,900
49	V02049	IODINE TINCTURE IP	500 ml	Bottle	10,000	24	29,200
50	V02019	LIGHT KAOLIN IP	1 Kg	Packet	20,000	24	14,100
51	V02021	LIQUORICE IP	2 Kg	Packet	10,000	24	56,200
52	V02051	METHYLENE BLUE STAIN USP	100 gm	Bottle	5,000	24	600
53	V02050	PARAFFIN MOLE ALBUM IP	5 KG	Bottle	3,000	24	36,300
54	V02024	POTASSIUM IODIDE IP	500 gm	Packet	1,000	24	35,800
55	V02025	POTASSIUM PERMANGANATE IP	500 gm	Packet	4,500	24	10,800
56	V02026	POWDER CHIRATA IP/BPC	2 Kg	Packet	10,000	24	36,300
57	V02027	SALICYLIC ACID IP	500 gm	Packet	5,000	24	12,300
58	V02029	SODIUM SALICYLATE IP	500 gm	Packet	5,000	24	14,500
59	V02031	SULPHANILAMIDE IP	500 gm	Packet	6,000	24	35,300
60	V02032	SULPHUR (SUBLIMED) IP	500 gm	Packet	10,000	24	6,600

4.2. Schedule of Requirements

4.2.1. The schedule of requirements showing the quantity of items in each location will be given along with the purchase orders to the successful bidders. The items are to be delivered at various places in Kerala and/or the places /points specified in purchase order, by door delivery.

- 4.2.2. Notification of Dispatch: The supplier shall adhere to the schedule given in Clause 5.1.1 and 5.1.2.
- 4.2.3. Contact Person: The Supplier shall designate and inform the name of an official, who is having control over the dispatch of materials to the Corporation to ensure the smooth management of inventory.

SECTION V

5. SPECIFIC CONDITIONS OF CONTRACT

5.1. Time Limits Prescribed

Sl. No	Activity	:	Time Limit	
1	<i>Schedule of dispatch details</i>			
	<i>0th day</i>	:	Letter of Intent (LOI)/Purchase Order or both	
	<i>Within 21 days of LOI</i>	:	The supplier shall submit agreement; copy of LOI duly signed and sealed on all pages in token of acceptance, required Security Deposit and other documents specified in Clause 6.21 & 6.22 as applicable.	
	<i>Within 10 days of Purchase Order</i>	:	The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.	
2	<i>Schedule of purchase order and Supply</i>	:	The 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 120 days	100%
3	<i>Payments against supplies</i>	:	The Payments against invoices will be initiated on receipt and acceptance of 50% of the ordered quantity as per clause detailed in 6.28	
4	<i>Cancellation schedule of purchase orders/unexecuted portion of LOI/PO</i>	:	<i>Cancellation of purchase orders/unexecuted portion of LOI/PO</i> in the event of failure to supply the ordered quantity shall be as under:	
			If the supplied quantity is less than 50% of the ordered quantity on the stipulated day, the remaining unexecuted portion of the order and the remaining part of the LOI are liable to be cancelled without notice and the contract with respect to the product(s) is liable to be terminated. Alternate purchase will be made at the risk and cost of the supplier.	
5	<i>Penal provisions for supply inefficiency</i>	1	Delayed supply	A penalty of 0.5% per day of the delayed supply up to a maximum of 10%.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 6.23.5&6.24.15. 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	<i>Release of EMD</i>	1	Unsuccessful bidders EMD submitted online will be discharged/ refunded automatically to the bidders account after finalizing the tender. In the case of EMD remitted in excess of Rs.15,000/- paid by way of DD/BG, the amount will be refunded within 30 days on finalization of the bid.
		2	Successful bidders EMD submitted online/DD/BG will be released on signing the contract after furnishing of required Security Deposit. EMD submitted Online/DD may also be adjusted towards Security Deposit on request of the bidder.
7	<i>Release of Security Deposit.</i>		18 months from the date of LOI or 3 months after successful completion of supply whichever is later.

5.2. Eligibility Criteria for Participating in the Tender

5.2.1. Manufacturing License and Product Permit:

5.2.1.1 The Bidder shall be the manufacturer/loan licensee having valid manufacturing license for the item(s) quoted as per the specification in the tender from the competent authority.

5.2.1.2 The bidder should hold product permit duly approved by the Licensing Authority for all the products quoted. Bids/offer should not be submitted for the product for which the product permit differs with regards to any of the tendered specification.

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

5.2.2. Minimum Offered Quantity

The total quantity tendered is stated in Section IV of tender document. The bidder including **MSMEs** shall necessarily offer **100%** of the total tendered quantity stated in Section IV. If the quantity offered by the bidder for any of the item is less than 100% of its tendered quantity, the offer for such item will be rejected.

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

5.2.3. Average Annual Turn Over

5.2.3.1. For items in List- I & II- an average Annual turnover in three years (2020-21 to 2022-23) shall not be less than Rs. 5 Crores.

5.2.3.2. For items in List- III-Annual turnover statement not required.

5.2.3.3. In case of **Micro, Small and Medium Enterprises** (hereinafter referred as **MSME**) located in Kerala State, the average annual turnover for the last three years shall not be less than **Rs.50 Lakhs**. The bidder shall submit proof of the same (notary attested copy of audited accounts, balance sheet, annual report etc).

5.2.4. Market Standing

5.2.4.1. The bidder should have at least 3 (three) years Market Standing as a manufacturer for each item quoted in the tender.

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

5.2.4.3. The Tender has been called for in the generic names of Veterinary medicines. The bidders should quote the rates for Veterinary medicines in generic names. The products offered shall comply with the tender specifications given in **Section IV**.

5.2.5. GMP

The bidder should hold valid **GMP Certificate** (Good Manufacturing Practices) or **WHO-GMP Certificate** in respect of the production units and the products quoted. If the offered products are manufactured from more than one unit, all the units shall be GMP/WHO-GMP certified.

5.2.6. Non-conviction Certificate

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

5.2.7. Minimum Required Shelf Life

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

5.2.8. Black Listed/Debarred/Rejected by Tender Inviting Authority or other Agencies

- 5.2.8.1. Tender should not be submitted for the Firms /Concern/Company or for any product(s) which stand(s) blacklisted by KMSCL for any reason.
- 5.2.8.2. 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, GMP Non-compliance, Major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 5.2.8.3. Tender should not be submitted for the product(s) for which the Firms/Concern/Company stands blacklisted/debarred by the State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 5.2.8.4. If Product(s)/Bidder/Supplier is blacklisted/debarred by another state/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, the product(s)/bidder/supplier will be liable for Blacklisting/Termination of contract/cancellation of purchase order/Letter of Intent etc.
- 5.2.8.5. The product(s)/bidder/supplier will be liable for Termination of contract/cancellation of purchase order/Letter of Intent etc., in the event of any conviction/initiation of prosecution under the D & C Act any stage after submission of bid.
- 5.2.8.6. Tender should not be submitted for the product(s), for which the purchase order(s) has/have been cancelled during 2023-24.

5.3. Price Preferences to PSUs and MSMEs within Kerala.

- 5.3.1. Price preference not exceeding 15% for both State MSME and State Public Sector Undertakings shall be available only for products manufactured by them within the State of Kerala.
- 5.3.2. For State MSMEs functioning within the State of Kerala quoting price within the price band of $L_1 + 15\%$ for a product manufactured within the State of Kerala for the quantity as may be decided by the TIA.
- 5.3.3. For the purpose of granting price preference to those firms as noted in clause 5.3.1 above, those rates (**Landed price exclusive of GST**) less than or equal to 15% above the L_1 rate alone will be considered.

15% price preference will be calculated as follows:-

$$15\% \text{ of Landed price (exclusive of tax) of Non-MSME} = X.$$

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

e.g. *If the Landed Price (exclusive of GST) of Non MSME is Rs.100/-, the Landed price (exclusive of GST) of MSME should be less than or equal to Rs.115/-.*

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

SECTION VI

6. GENERAL CONDITIONS OF CONTRACT

- 6.1. This section deals with the general conditions of contract and contains the following terms & conditions.
- 6.2. **Responsibility of Verification of Contents of Tender Document:**
- 6.2.1. Bidders shall examine all instructions, forms, terms and specifications in the Tender Document and confirm that the required documents as in clause 6.8 are duly uploaded in the e-bid.
- 6.2.2. Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summary rejection of bids, without any notice.
- 6.3. **Tender Document and Earnest Money Deposit**
- 6.3.1. The specifications and terms and conditions governing the supply of items are contained in this “Tender Document”.
- 6.3.2. The Tender Document is to be downloaded from the e-Procurement portal www.etenders.kerala.gov.in. The Tender Document is also available in the official website of the Corporation.
- 6.3.3. The Tender Document fee and the EMD required for this tender are as specified in Section III and the payment shall be as specified in Clause 6.4 below. The EMD payable for each item is as specified in Section IV. Where the total of the EMD payable is more than Rs 15,000/-, (Minimum EMD Rs.15,000/- + Tender document cost Rs.29,500/-) shall be paid online and the balance amount shall be submitted by DD/BG within the dates specified in Section III.
- 6.3.4. State Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD and Tender Cost subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala.
- 6.3.5. None of the bidders other than those specified in Clause 6.3.4 above, are exempted from the remittance of EMD and Tender document Cost, in any case.
- 6.3.6. Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid.
- 6.3.7. No interest will be paid for the EMD furnished.
- 6.3.8. The EMD will be forfeited, if a bidder/ successful bidder/ successful bidder;

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

6.4. Mode of payment of Tender Document Cost & EMD

- 6.4.1. For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website (www.etenders.kerala.gov.in)
- 6.4.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in) should ensure the following:
 - 6.4.2.1. **Single transaction for remitting Tender Document fee and EMD:** Bidder should ensure that Tender Document fees and EMD are remitted **as single transaction and not separate**. Separate or split remittance for Tender Document fee and EMD shall be treated as invalid transactions.
Where the EMD to be paid is more than Rs.15,000/- the excess amount shall be paid by way of DD/BG.
 - 6.4.2.2. **State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of the listed banks for making the remittances in e-procurement System.
 - 6.4.2.3. During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks will be shown. Here, Bidder may proceed as per below:
 - a) **SBI Account Holders** shall click **SBI** option to 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.
 - 6.4.2.4. 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/-.

- 6.4.2.5. Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.
- 6.4.2.6. **It is necessary to click on "Freeze bid" link / icon** to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing / opening during bid opening process.
- 6.4.2.7. **One Remittance form per bidder and per bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
- 6.4.2.8. The bids will not be considered for further processing if bidders fail to comply on Clauses 6.4.2.1 to 6.4.2.7 above and tender fees and EMD will be remitted back to the account from which it was received.
- 6.4.3. The Earnest Money Deposit required for the item tendered is specified in Clause 4.1 in Section IV. The amount of EMD to be submitted by the bidder shall be the total of EMD required for each of the item quoted by the bidder, subject to minimum of Rs.15,000/-If the total EMD required for a bidder is above Rs.15,000/-, Rs.15,000/- shall be paid online along with the cost of Tender Document Fee and the balance of EMD shall be submitted at the Head Office of the Corporation by way of DD/BG drawn in favour of Managing Director, KMSCL.

For e.g.: for a bidder quoting 4 items, the EMD to be submitted is calculated by adding the value of EMD mentioned against each item in Clause 4.1. If the value thus arrived is Rs.15,000/- or less, the minimum required amount of EMD of Rs.15,000/- shall be paid together with Tender Document cost of Rs.29,500/- as single online transaction of Rs.44,500/-in the manner specified in Clause 6.4.

If the total EMD required is more than Rs.15,000/-, the amount of Rs.15,000/- shall be paid together with the tender document fee as single transaction of Rs.44,500/- [Rs.15,000/- + Rs.29,500/- = Rs.44,500/-] as specified in Clause 6.4.

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

- 6.4.4. The balance required EMD in the form DD/BG shall be submitted in a sealed cover superscribing, **"Earnest Money Deposit for Tender No.**

KMSCL/AHD-VET/RC/2024/004 dated 08.04.2024 for the Procurement of Veterinary Medicines for the Year 2023-24". The sealed cover shall be addressed to:-

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

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

6.5. Guidelines for preparation of Tender

6.5.1. The bidders shall provide a checklist as per **Annexure I** at the time of uploading the documents so as to enable the Tender Inviting Authority to prima facie verify the compliance of all tender conditions. **All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page numbers shall be written in the respective columns in the check list Annexure I.**

6.5.2. **Language of Bid:** - All the documents submitted by the bidder shall be in English. Supporting documents furnished in other languages shall be accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in English. Failure to submit authentic translation of documents would be deemed as "Not Submitted" and will result in rejection of offer.

6.5.3. Softcopy of all Annexures in Microsoft Word editable format is made available in the Website of the Corporation.

6.5.4. The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. **Notary attestation wherever specified will be in addition to the attestation of the bidder as above.**

6.5.5. The person signing the documents shall have due Power of Attorney/Resolution of Board made by the Board of Directors/Partnership/Proprietor etc. in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document. The photo of the person authorized to sign the document shall be affixed to

the Power of Attorney with due authentication. Where the Managing Director/Managing Partner or Sole Proprietor signs the tender and accompanying documents a notarized document attesting the signature of the person shall be furnished. **The Power of Attorney shall be in non-judicial stamp paper duly attested by Notary Public.**

- 6.5.6. If the drug is official in Indian Pharmacopoeia (IP), the license to manufacture the product shall be for IP specification. The product permits submitted for any other official monographs will not be accepted for the item and such offers will be rejected summarily.
- 6.5.7. 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.
- 6.5.8. All the bid documents submitted shall be legible and be clearly readable. Illegible documents uploaded, along with the bid if any, will not be considered and the bid will be subject to rejection.
- 6.5.9. A prospective bidder requiring any clarification of the Tender Documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority's mailing address/fax number indicated in this Tender Document before one week to the tender submission date.

6.6. Period of Validity of Tender

- 6.6.1. The tender must remain valid for minimum 180 days from the date of opening of Price Bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 6.6.2. Prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidder, extend the bid validity for another period of 30 days.
- 6.6.3. The bidder who has extended the bid validity is not required or permitted to modify its bid.
- 6.6.4. The bidder cannot withdraw the bid within the minimum price firmness period of 180 days from the date of opening of Price bid.
- 6.6.5. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder as per the procedure detailed in Clause 6.37.

6.7. Amendment of Tender Documents:

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

6.8. Tendering System

- 6.8.1. The Bids are to be submitted in two Parts I.e. Technical Bid & Price Bid.
- 6.8.2. The TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder and shall be submitted in the manner prescribed in Clause 6.9.
- 6.8.3. The Tender has been called for in the generic names of Veterinary Medicines. The bidders should quote the rates for the veterinary medicines in generic names. The products offered shall comply with the tender specifications given in **Section-IV**. Any variation found will result in the rejection of the tender.
- 6.8.4. Bids with cross conditions like "offering different strength/specification/unit and lower shelf life other than tendered" shall not be made by the bidder. Such attempts to mislead the TIA will be treated as violation of tender condition and the offer will be rejected. If such violation is noticed even after the award of contract, agreement for the product will be terminated and the alternate purchase will be made at risk and cost of the supplier.
- 6.8.5. Bid offer for the supply of items with cross conditions like "AT CURRENT MARKET RATES", "SUBJECT TO AVAILABILITY OF RAW MATERIALS" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED", etc., will not be accepted.
- 6.8.6. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 6.8.7. The Price Bid (BoQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BoQ) in any other form will lead to rejection of bids. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 6.8.8. The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government or the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will

exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.

6.8.9. The rates quoted and accepted will be binding on the bidder during validity of the bid and any increase in the price will not be entertained till the completion of the contract period except statutory levies as may be applicable.

6.8.10. The bidder shall allow inspection of the factory during the course of the tender year by an expert or team of Experts/Officials of the Tender Inviting Authority if needed. 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.

6.9. Contents of the Technical Bid

6.9.1. The following documents shall be uploaded online in PDF format along with the Technical Bid. The bid offer form as per Annexure II shall be submitted in PDF as well as in Excel Format.

Sl. No.	Document to be uploaded
1.	Check list in Annexure-I .
2.	Documentary proof that the firm is registered with the Industries Department/Directorate of Industries and Commerce of the State of Kerala, if the Firm has claimed for exemption from submitting EMD& Tender Document Cost.
3.	The details of offline EMD submitted as DD/BG, if applicable
4	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 3 financial years in the format given in Annexure III certified by the Auditor.
7	Notary attested copies of; <ul style="list-style-type: none"> i. Original Manufacturing Licenses/Repacking License in Form 25 B ii. Certificate of renewal/current validity certificate of manufacturing license iii. Product permit duly approved by the Licensing authority for all product(s) offered. Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the product permit.
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.

Sl. No.	Document to be uploaded
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; i. Details of Offered Quantity. ii. Production Capacity iii. 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 for three years from 2020-21, 2021-22 to 2022-23
15.	Notary attested details of the bidder and manufacturing unit in the format prescribed in Annexure VII .

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

6.10. Price Bid(BoQ)

- 6.10.1. The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.
- 6.10.2. The PRICE BID will contain only the "Price Bid Form" (BOQ) and every bidder shall submit their rates in the prescribed proforma attached to the online bid document.
- 6.10.3. **The Price Bid shall be submitted online in the format given. The Price Bids submitted in any other format or as hard copy will be treated as non-responsive and not considered for tabulation and comparison.**
- 6.10.4. The price bid (BOQ) file shall be downloaded from the e-tender portal and quote the prices on respective fields before uploading it. **The bidders shall not rename the BOQ files downloaded.** Bidders are allowed to enter the bidder name & values only.
- 6.10.5. The total percentage of GST applicable to each item, as per available records, are already noted in the Column No.6 of BoQ.
- 6.10.6. **The total percentage of GST applicable to each item, as per available records, are already noted in the column no.6 of BOQ.**
- 6.10.7. **The bidder shall necessarily quote the Basic rate per unit inclusive of the material/production cost, freight, Insurance, loading & unloading, handling charges at various heads etc in the column no.7 of BOQ.**

- 6.10.8. The GST values ((IGST/CGST/SGST) for all the offered items shall be filled by the bidder in the column no.8, 9 &10 of BOQ for reference purpose only.
- 6.10.9. The GST value will be calculated automatically and reflected in the column No.11 of BOQ based on the total GST % (Column No.6) already noted by KMSCL.
- 6.10.10. The landed price (final price) including GST, will be automatically reflected in Column No 12 of BOQ by addition of the Basic price (entered by the bidder) and GST value (automatically calculated based on the GST% noted by KMSCL).
- 6.10.11. If there is any difference in the GST values stated by the bidder (column no.8, 9 &10 of BOQ) and that in column No.11, the rate notified by the GST Council of India will prevail and the decisions taken by TIA accordingly will be considered final.
- 6.10.12. The detailed guidelines to fill the Price Bid (BOQ) format is attached as APPENDIX -I.
- The Column No. 1, 2,3,4,5,6,11 &12 of BOQ are edit protected, which shall not be modified/ edited by the bidder.
- The Column No. 7, 8, 9 & 10 of BOQ file (Basic price & GST values) shall be filled by the bidder.
- 6.10.13. The Basic price and GST values entered in the BOQ shall be in four decimal places exactly.
- 6.10.14. The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking.
- 6.10.15. 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/ state or by the order of the court, after submission of Tender.
- 6.10.16. 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 norms. If the bidder does not accept the correction of errors the bid of the item will be disqualified and the EMD will be forfeited.
- 6.11. Submission of Tender**
- 6.11.1. The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents mentioned in Clause 6.9.1 in the e-tender portal.
- 6.11.2. In the event of any document 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 6.37.
- 6.11.3. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".
- 6.11.4. If a particular document/certificate to be uploaded as specified in Clause 6.9.1, is not applicable for a bidder, to avail such claim the bidder shall attach a scanned copy of declaration in the official letter head stating as to why the specific document is not applicable/exempted/not available for the bidder in connection to this tender. Failure to attach any of the documents specified in the Technical Bid requirement of the e-procurement portal will lead to rejection of the bid automatically.
- 6.11.5. Tender by any other means is void.

6.12. Deadline for submission of Tender

- 6.12.1. The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule (Section II) alone will be accepted by the system. Online bid/balance EMD not submitted within the stipulated time scheduled in Section II will not be accepted.
- 6.12.2. In the event of the date specified in Section III for submission of EMD for the amount in excess of Rs.15,000/- is declared as a holiday under Negotiable Instruments Act, it will be received up to the appointed time on the next working day.
- 6.12.3. If the date set for submission of online tender is declared as a holiday under Negotiable Instruments Act, the tender can be uploaded till 5.00 p.mon the next working day. Consequently the date and time of opening of the Technical Bid will also be extended.

6.13. Modification and Withdrawal of Bids

- 6.13.1. The bidder may modify or withdraw its bid after the bid submission before last date and time of submission of online Tender.
- 6.13.2. No bid will be 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 black listing of the bidder for a period up to 3 years from the date of issue of such order and the bidder shall be ineligible to participate in any of the bids of the Tender Inviting Authority for that period.

6.14. Opening of Tender

- 6.14.1. The opening of the Technical Bid and the Price Bid will be done online as notified. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The date and time of price bid opening will be published on the website of the Corporation along with the list of qualified bidders in technical evaluation.
- 6.14.2. The bidder shall be solely responsible for properly superscribing and sealing the envelope submitting DD/BG for EMD in excess of the amount paid online. The Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the technical bid.

6.15. Evaluation of Tender

- 6.15.1. The findings as to whether the bids are responsive or non-responsive will be published in the website of the Corporation.
- 6.15.2. Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected. Utmost care should be taken to see that all the required/proper documents are uploaded.
- 6.15.3. The bid offer form (**Annexure-II**) in PDF format submitted online alone will be considered for bid evaluation. If any discrepancy found with excel format, details submitted in the PDF format will prevail.
- 6.15.4. The status of the bidders/products after technical bid evaluation will be published in the website of the Tender Inviting Authority, inviting complaints / suggestions from the bidders / public.
- 6.15.5. The complaints/ suggestions/ comments received will be scrutinized and their findings along with the list of bidders qualified for Price Bid opening along with the date of opening of the Price Bids will be published in the Corporation's website.
- 6.15.6. The Price Bids will be scrutinized and the provisional item wise rate list of all the accepted products of the eligible bidders will be published in the website of the Tender Inviting Authority inviting complaints / suggestions/comments from the bidders / public.
- 6.15.7. The status of the bidders after the opening of the price bid available in the e-tender web-site of the NIC will be a provisional one. The final product wise status will be published in the official web-site of the Corporation.

- 6.15.8. The complaints / suggestions/ comments received will be scrutinized and the findings along with the rank list (L₁, L₂, L₃ etc) will be published in the website of the Corporation.
- 6.15.9. Final rate list of L₁ bidders will be published in the website of the Corporation.
- 6.15.10. Where the production facilities of the bidder are found to be not satisfactory after acceptance of the Bid or the Award of Contract, the TIA shall have the right to terminate the Contract and to make alternate purchase of the tendered quantity at the risk and cost of the supplier.
- 6.15.11. A bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority/award of contract, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected, the agreement will be terminated and the bidder is liable to be blacklisted. The alternate purchase of the contract quantity will be made at the risk and cost of the supplier.
- 6.15.12. The Tender Inviting Authority's decisions on the tender submitted may be based on the recommendations made by the various technical committees or otherwise as per the clauses as mentioned above.

6.16. Acceptance/Rejection of bids:

- 6.16.1. The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, user institution, State Government and above all, in public interest.
- 6.16.2. 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 products offered.
- 6.16.3. Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the Price Bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are made in the Price Bid.
- 6.16.4. At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order for the supply of all items or for any one

or more of the items in a tender even after it is awarded to the successful bidder for breach of terms and conditions of the tender document and agreement. Contraventions of the Drugs and Cosmetics Act and Rules as noticed by the TIA will also amount to breach of the terms and conditions of the Tender Document and the Contract.

6.17. Other terms and Conditions

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

6.18. Notices

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

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

6.18.3. Results of the responsiveness of the Technical Bids.

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

6.18.5. Product wise rate list with the bid ranking status.

6.18.6. L₁ rate list/ bid ranking status.

6.18.7. Final rate list.

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

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

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

6.19. Award of Contract

6.19.1. *Criteria:* - *The subject tender is a running contract.* The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final

round after Technical and Price Bid evaluation subject to the reservations and preferences to the state MSMEs/PSUs.

- 6.19.2. *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.

6.20. Letter of Intent

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

6.21. Signing of Contract

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

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

- 6.21.2. The successful bidder at the time of submission of the agreement shall furnish copy of notary attested documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, along with notary attested copies of Form 32 whenever there is a change of Directors, Latest Partnership deed (Notary attested copy) etc.

The list of present MD & Directors of the firm shall also be furnished separately.

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

- 6.21.4. If the successful bidder fails to execute the agreement and/ or to deposit the required security deposit and/or to furnish the required documents, within the time specified or withdraws the tender, the award will stand cancelled

and the Earnest Money Deposit deposited along with the tender shall stand forfeited without any notice and the bidder shall also be liable to be blacklisted as specified in **Clause 6.37**.

6.21.5. If the withdrawal is in respect of particular product/products under the circumstances or the situations as above, the EMD will stand forfeited in respect of that/those product(s) and the product(s) will also be liable to be blacklisted as per Clause 6.37.

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

6.21.7. Non-compliances in any of the contract provisions will lead to the termination of contract and will be liable for blacklisting as per Clause 6.37.

6.22. Security Deposit

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

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

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

or

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

or

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

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

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

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

6.23. Purchase Procedures

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

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

6.23.3. 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.

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

6.23.4.1. 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 $L_1 + 15\%$ then, other eligible state MSME in the bid ranking status bringing down their rate to L_1 rate will be awarded 50% of the tender quantity.

If no state MSME is coming within the price preference of $L_1 + 15\%$ and more than one state MSMEs in the bid ranking status are bringing down their rate to L_1 rate then 50% of the tendered quantity will be shared equally among them.

- 6.23.4.2. 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 $L_1 + 15\%$.

And if there are more than one state MSMEs coming within the price preference of $L_1 + 15\%$ 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 $L_1 + 15\%$, then the other eligible state MSME in the bid ranking status bringing down their rate to L_1 rate will be awarded maximum of 50% of the tender quantity.

If no state MSME is coming within the price preference of $L_1 + 15\%$ and more than one state MSMEs in the bid ranking status are bringing down their rate to L_1 rate then 50% of the tendered quantity will be shared equally among them.

- 6.23.4.3. If the rate quoted by state MSME is not L_1 but comes within the price band of $L_1 + 15\%$, then orders will be placed for 50% of the tendered quantity.

- a. If more than one state MSMEs comes within the price band of $L_1 + 15\%$ 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 $L_1 + 15\%$ with different rates then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

- 6.23.4.4. If the rate quoted by state MSME is not L_1 and if no State MSMEs quotes within the price band of $L_1 + 15\%$, other MSMEs in the bid

ranking status bringing down their rate to L₁ rate will be awarded maximum of 50% of the tender quantity.

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

- 6.23.5. If the L₁ supplier has failed to supply the required items in full/in part within the stipulated time, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place purchase orders with the next bidder according to the bid ranking status who agrees to supply at L₁ rate at the risk and cost of defaulted supplier. If none of the bidders agree to supply at the L₁ rate then the balance quantity will be purchased from the L₂ bidder at L₂ rates at the risk and cost of defaulted supplier.
- 6.23.6. In case the supply order is placed to another bidder as explained in para 6.23.5 the supply schedule will be re-arranged to avoid stock out position of that product.

6.24. Supply Conditions

- 6.24.1. Purchase orders will be placed with the successful bidder based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority. The bidder shall furnish the delivery schedule as stipulated in Section V.
- 6.24.2. The supplier shall supply the items required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- 6.24.3. Supplies should be made directly by the bidder and not through any other agency and the invoice should be in the name of the bidder.
- 6.24.4. The items supplied to the Corporation shall comply with the specifications, stipulations and conditions specified in Section IV of the tender document. The drugs supplied in contravention to the specification, stipulations and conditions will be summarily rejected.
- 6.24.5. The items supplied in contravention to the specification/ conditions in section IV will not be accepted. In such cases the supplier shall take back the items from the warehouse premises at his own expenses within twenty-one (21) days from the date of intimation from the Tender Inviting Authority. If the bidder fails to take back the items; the TIA at its discretion shall collect demurrage charges of the value of such items from any money due to the supplier.
- 6.24.6. More than one product shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.

- 6.24.7. The supplier shall intimate the ambiguity, if any w.r.t the pack size/production capacity etc. in the purchase orders issued to them within 10 days from the date of purchase order. Beyond 10 days, it would be deemed that the supplier has accepted the purchase order and supplies shall be executed as per the terms & conditions in the order.
- 6.24.8. **The total life period (Shelf life) of items supplied should be not less than that mentioned against each item (24months) in list of items Tendered (in column no. 7 of Section IV). Only those bidders who can manufacture and supply the product with the required shelf life shall only quote the product. A product having labeled shelf life lesser than the required shelf life (as mentioned in Section IV) will be rejected.**
- 6.24.9. Each and every batch of item supplied should have minimum 75% balance of its total shelf life when supplied to the Corporation. It is calculated by the DDMS software as on date of receipt of item in the respective warehouses. Any item supplied without having minimum 75% of balance shelf life will be rejected summarily.
- 6.24.10. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life. The materials supplied are in proper packaging capable of protecting them throughout their shelf life.
- 6.24.11. **The bidder shall submit the certificate of analysis from third party independent NABL Accredited Laboratory certifying that the material supplied complies with the official standards and/ or other specifications of the tender with necessary protocols in respect of each batch of the material supplied along with the consignment. The bidder shall furnish a notary attested declaration in this regards as specified in Annexure-V along with the technical bid.**
- 6.24.12. Bidder shall supply the product at **the Central Veterinary stores of Animal Husbandry department located at Thiruvananthapuram, Thrissur, and Kozhikkode** by door delivery. Locations of present **Central Veterinary stores** are mentioned in Appendix -II. Wrong delivery at a different place will not form ground for claim of 'on time delivery.' The consignment should be delivered at the destination on the scheduled date and mere dispatch on or before the scheduled date of delivery will not be deemed as compliance of the delivery schedule.
- 6.24.13. The supplier shall supply the materials at the destinations specified in the purchase orders and submit the following along with the consignment;
- i. Invoice (Duplicate)
 - ii. Copy of Purchase order
 - iii. Test reports from the third party **independent NABL Accredited Laboratory**
 - iv. Delivery Challan/ POD

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

6.24.14. The supplier shall, after supply of items at the specified destinations, submit the following at the Head Office, KMSCL claiming payment for the supply made.

- i) Invoice (original)
- ii) Test reports from the third party **independent NABL accredited laboratory**
- iii) Test report from **in-house testing laboratory**

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

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

6.24.16. 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 items from any other sources or from open market at the risk & cost of the defaulted supplier. A penalty of 10% of the value of unexecuted quantity or the extra expenditure incurred for the alternate purchase of the item, whichever is higher will be levied from the defaulted supplier.

6.24.17. 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 21 days from the date of such intimation from the Tender Inviting Authority.

If the supplier has not taken back the item even after the intimation, the 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.

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

6.25 Logograms

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

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

6.25.3 The items quoted are to be supplied in standard packing with logogram and “**FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT, KERALA – NOT FOR SALE**” and shall also conform to Schedule P1 of the Drugs & Cosmetics Rules, 1945 and other statutory requirements wherever apply.

6.25.4 Supply of items without the logogram and/or “**FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT, KERALA – NOT FOR SALE**” will be treated as breach of the terms of agreement and penalties will be levied as per **Clause 6.29.7**. Repeated breach of contract on the above condition will result in termination of contract and other penal provisions are applicable.

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

6.26 Packing and Labeling

6.26.1 The items shall be supplied in the packages with logograms and printings specified here under and in **Annexure-VI**.

- 6.26.2 Damaged/Mutilated labels due to spillage, breakage or poor quality of containers, closures, packing materials etc. would attract penalty @ 5% of value of such supply.
- 6.26.3 The labels in the case of injectable should clearly indicate that the preparation is meant for IM, IV, ID, SC, etc.
- 6.26.4 All primary/secondary packing containers should be strictly conforming to the specification or other requirements relevant to the material concerned and shall also conform to the Drugs and Cosmetics Rules, 1945.
- 6.26.5 The primary, secondary units, containers 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.
- 6.26.6 In the event of items supplied is found to be not as per specifications in respect of their packing/labeling, the Tender Inviting Authority is at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Tender Inviting Authority has every right to recover the cost and impose penalty as mentioned in **Clause 6.29.7**.

6.27. Quality Testing, Quality Control Deduction and Penalties

- 6.27.1. All the batches of the items supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Laboratory. The Animal Husbandry Department has all the right to get the materials tested at of their choice for further verifications, though this is not a pre-condition for acceptance of goods.
- 6.27.2. In case of any complaint received from the institutions, public, Doctors, Medias etc, the available stock will be frozen, payment will be with held and samples of the batch drawn from the point of complaint will be tested for quality.
- 6.27.3. If any three batches of the particular item supplied by the firm during the contract period, fail in any of the quality tests conducted by the Tender Inviting Authority and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period up to **3 years**.
- 6.27.4. Where a drug/ material is declared as not of standard quality by the Government Analyst or approved laboratory the supplier will not be eligible

- for any payment of the cost of the entire batch of the material/ drug irrespective of the fact whether the same has been partially or fully consumed.
- 6.27.5. In the case of the bidder supplying more than one item during the contract period, and if two or more items supplied by the supplier are blacklisted based on the above process, then the firm itself will be blacklisted as per the procedure detailed in **Clause 6.37**.
- 6.27.6. The unused portion of a batch of item declared as Not of Standard Quality shall not be returned to the supplier while such batches will be destroyed and the cost incurred for this purpose will be recovered from the supplier from any money due/becoming due to the supplier.
- 6.28. Payment Provisions**
- 6.28.1. No advance payments towards costs of items will be made to the supplier. All payments will be made only by way of electronic fund transfer in favor of the supplier for which the bank details shall be furnished to the Tender Inviting Authority along with Technical Bid.
- 6.28.2. All bills/invoices should be raised in duplicate and should be drawn as per the rules and regulations in force and provisions in this tender in the name of **Managing Director, Kerala Medical Services Corporation Ltd., Thiruvananthapuram**. The original invoices along with the certificates of analysis from an External Government Approved Testing Laboratory together with in-house test report are furnished along with the invoice in respect of each batch supplied. The duplicate invoices along with test reports from an External Government Approved Testing Laboratory together with in-house test report shall be submitted at the District Drug Warehouses along with the supply. No payment will be effected if the above provisions are not complied with.
- 6.28.3. **The Payments against invoices will be initiated on receipt and acceptance of 50% of the ordered quantity. After completion of 100% supply, of the ordered quantity, 75% of the payments of value against the received quantity will be made initially and balance 25% will be paid after the test report from the Government Drug Testing Laboratory.**
- 6.28.4. All the suppliers can access the updates of their supply and invoice wise payments status by logging in to the online DDMS software linked with the official website of the Corporation (www.kmscl.kerala.gov.in) with their respective user name and password allotted to each supplier. If any discrepancies found with the submitted documents, the Corporation will update the details in online DDMS software. The Suppliers have to verify

- DDMS software and to re-submit the short fall documents, if any, recommended by the Corporation.
- 6.28.5. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments. All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc as part of transparency policy.
- 6.28.6. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which the Tender Inviting Authority will not entertain any claim thereafter.
- 6.28.7. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act or Notification of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to supply at the reduced rate will be deemed as withdrawal from the contract and alternate purchase of the item will be made at the Risk and Cost of the supplier. If supplies are made at higher rates after the rate reduction, payments will be eligible at the reduced rates only.
- 6.28.8. 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.

6.29. Penalties & Deduction in Payments

- 6.29.1. All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in section V/purchase order.
- 6.29.2. If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in Section V, liquidated damages will be levied at the rates mentioned therein for the delayed supplies, irrespective of the Tender

- Inviting Authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
- 6.29.3. Purchase orders will be cancelled under the conditions mentioned in Section V after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.
- 6.29.4. However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10%.
- 6.29.5. If the supply is received in damaged condition it shall not be accepted. In case of damage in the tertiary packing only, the supply will be accepted only after levying penalty @ 5% on the total value of supply to that destination. Continuance of supply in damaged packages will lead to termination of contract
- 6.29.6. All the bidders are required to supply the products with logogram and with prescribed packing specifications.
- 6.29.7. 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 6.29.8**.
- 6.29.8. 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 or from his properties as per the provisions of the law.
- 6.29.9. 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.
- 6.29.10. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

6.30. Saving Clause

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

6.31. Applicable Law & Jurisdiction of Courts

- 6.31.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 6.31.2. Any bidder who had accepted the Tender Terms and Conditions of previous bids floated by the Corporation and had given a declaration of acceptance but had subsequently violated any of the said Terms and Conditions and for which no other penalty is specified in the Tender Terms and Conditions will be deemed to have indulged in unacceptable/unfair tender practices and the breach of tender/contract terms and will be liable for termination of contract and blacklisting.
- 6.31.3. Any and all disputes arising out of this tender will be subject only to the jurisdiction of courts of law / tribunals situated in Thiruvananthapuram City or normally having territorial jurisdiction over Thiruvananthapuram City only, or the High Court of Kerala as applicable. It is possible that jurisdiction to file disputes may be available before courts of law, including High Courts, or tribunals situated elsewhere. However, considering the limited resources of the Corporation, the bidders should specifically agree and covenant not to file any legal proceedings before any such courts of law/tribunals and should undertake and bind themselves to initiate and carry on legal proceedings in respect of this Tender exclusively before the courts of law/tribunals situated in or normally having territorial jurisdiction over Thiruvananthapuram City, or the High Court of Kerala as applicable. Any bidder who violates these conditions will be held to have indulged in an unacceptable/unfair tendering practice and will be deemed ineligible to participate in any of the bids of the Corporation for a period of three years from the date of the breach/violation of the aforesaid conditions.
- 6.31.4. The suppliers are also required to abstain from printing the words “subject to jurisdiction of Delhi Courts only” etc on the invoices submitted, which may force the Tender Inviting Authority to entertain the payment only after the supplier undertakes in writing his/her agreeing to the conditions above in respect of the jurisdiction of the courts of Kerala.

6.32. Corrupt or Fraudulent Practices

- 6.32.1. It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

- 6.32.1.1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any person in the

procurement process or in contract execution and related activities of the Corporation.

- 6.32.1.2. Without prejudice to the provision of Clause 2.9 of this Tender Document “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality /submission of fake document will be deemed as fraudulent practices. Making false/incorrect statement will also be treated as fraudulent practice.
- 6.32.1.3. In case Product(s)/Bidder/Supplier is blacklisted/debarred by another state/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, the bidder shall intimate the TIA in writing within 14 days from the date of such order. If fails to, it will be treated as fraudulent practice and concealment of facts.
- 6.32.1.4. Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 6.32.1.5. 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.
- 6.32.1.6. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other

considerations under designation of “Custom” or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bid.

6.33. Code of Conduct for Suppliers.

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

A. Labour

- i. Workers shall be sufficiently literate to know and understand the nature and precise requirements of the works entrusted to them and the risks involved therein.
- ii. Workers shall also be literate enough to read and understand the instructions relating to a work and perform the work exactly as per the needs without any deviation. They should also be literate enough to maintain the records of the works performed.
- iii. Workers shall be well informed, and in needed trained, in safety measures and procedures in the work area.
- iv. The work places, machineries and equipments, chemicals, reagents and materials, the environment in general and the in the workplaces in particular, shall be safe without any risk to the general health or life of the workers.
- v. Monitoring the health of the personnel handling cytotoxic substances and other items of hazardous nature is very important. Norms, if any, prevailing in such matters shall be properly adhered to. If no norms prescribed by statutory agencies are available, own norms shall be developed and implemented.
- vi. Personnel attending to works that cause strain to the eyes shall be given sufficient rest in between.
- vii. The hours of working shall not be unreasonable as extended work hours could affect the quality of work.
- viii. Waste of human hours shall also be avoided.
- ix. Wastage of all types including water, energy are to be reduced.

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

- Contacting KMSCL officials or persons associated with its activities for no specific reason,

- Giving gifts, providing hospitality, invitations for cultural/ scientific/ social events, offer of holidays, free goods or services etc;
- Trying to influence officials or the associates of the Corporation under the cover of region, religion, political consideration, language, relationship etc;
- Offer of employment to any of the employee' relative or associate of the employee of the Corporation etc. KMSCL will not tolerate any such activity on the part of the suppliers and such norms apply to the employees of the Corporation also.

6.34. Force Majeure

6.34.1. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. **Scarcity of raw materials/shifting / upgradation of manufacturing facilities and power cut are not considered as Force Majeure.**

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

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

6.35. Resolution of Disputes

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

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

6.36. General/ Miscellaneous Clauses

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

6.36.2. The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder.

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

6.37. Procedure for Blacklisting

6.37.1. 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/quotations floated by the Tender Inviting Authority during the period of blacklisting.

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

6.37.3. Blacklisting of a particular firm or product is without prejudice to other penalties stipulated in the terms & conditions of the tender document.

6.37.4. In the case of blacklisted party having obtained any stay orders from any authorities against the blacklisting, while calculating period of Blacklisting the period during which the stay orders obtained will not be accounted and

the effective blacklisting period will be extended accordingly, provided the final orders in favor of the party concerned were not obtained.

6.38. Provisions for Appeal

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

6.39. Termination of Contract

- 6.39.1. The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.
- 6.39.2. Termination for default:- The Tender Inviting Authority without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.
- 6.39.3. 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.
- 6.39.4. Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.39.5. Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.
- 6.39.6. Termination for convenience: - The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate *inter alia*, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

- 6.39.7. 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.
- 6.39.8. Tender Inviting Authority will be at liberty to terminate the contract either wholly or in part on 15 days' notice. The bidder will not be entitled for any compensation whatsoever in respect of such termination.
- 6.39.9. 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.
- 6.39.10. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the bidder shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the bidder or from his properties, as per rules.
- 6.39.11. No compensation is payable to the supplier in the event of any termination of contract.

08.04.2024

Sd/-
Managing Director, KMSCL &
Tender Inviting Authority

CHECK LIST

TENDER NO. KMSCL/AHD-VET/RC/2024/004

DATED 08.04.2024

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 & 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; <ul style="list-style-type: none"> i. Original Manufacturing Licenses/Repacking License in Form-25B ii. Certificate of renewal/current validity certificate of manufacturing license iii. Product permit duly approved by the Licensing authority for all product(s) offered. <p>Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the product permit. In the case of materials other than drugs, the bidder shall furnish a notary attested affidavit to this effect.</p>
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; <ul style="list-style-type: none"> i. Details of Offered Quantity. ii. Production Capacity iii. Details of batches manufactured during last 3 years

Sl. No.	Document to be Uploaded
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:

Date:

Seal:

Signature:

Name in Capital Letters:

Designation:

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 :

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/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:

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 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

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.

I. 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 “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 : _____

Batch.: Quantity Packed:

Mfg. Date: Net Weight:

Manufactured by:

**FOR THE USE OF ANIMAL HUSBANDRY DEPARTMENT,
KERALA – NOT FOR SALE**

↑
10 cms
↓

2. BAR CODING DETAILS

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



DETAILS OF THE BIDDER AND MANUFACTURING UNITS

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	:	
	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)		:	

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

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
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 veterinary medicines 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	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)

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

APPENDIX-I
Guidelines for preparation of BoQ

Tender Inviting Authority: Managing Director, Kerala Medical Services Corporation Ltd											
Name of Work: -TENDER FOR THE PROCUREMENT OF VETERINARY MEDICINES FOR THE YEAR 2023-24											
Tender No: KMSCL/AHD-VET/RC/2024/004 DATED: 08.04.2024											
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 val ues).											
Sl. No	Item Description	Item Code	Quantity Tendered (in units)	Unit	GST % as per Available Records	Basic Price (in Rs.)	CGST Value (in Rs)	SGST Value (in Rs)	IGST Value (in Rs)	GST Value (in Rs)	Total Amount 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.8, 9,10
Bidder shall fill the GST values (SGST/CGST/IGST as applicable) of all offered items in the respective columns

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

Column No. 11
The GST value will be calculated automatically and reflected based on the total GST % (Column No.6)

Column No.7
Bidder shall necessarily quote the Basic Price/ unit inclusive of freight, insurance, loading/unloading and handling charges offered by bidder exclusive of GST.

Column No-12
The landed price (final price) including GST, will be automatically reflected by addition of the Basic price (entered by the bidder) and GST value.

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

Address of Central Veterinary Store of Animal Husbandry Department					
Sl.No	District Name	Address	E-mail ID	Landline No	Mobile No
1	Thiruvananthapuram	The Assistant Director Central Veterinary Store, District Animal Husbandry Office, S.S. Kovil Road, Thampanoor, Thiruvananthapuram – Pin Code - 695001	cvstvm.ahd@kerala.gov.in	0471- 2330736	9946668146
2	Thrissur	The Assistant Director Central Veterinary Store, District Animal Husbandry Office, Paravattani, Thrissur – Pin Code - 680005	adcvs.ahd@kerala.gov.in	-	9446765301 9447832826
3	Kozhikkode	The Assistant Director Central Veterinary Store, District Animal Husbandry Office, Puthiyara, Kozhikkode – Pin Code - 673004	adcvs.clt@kerala.gov.in	0496- 2723408	9446889720

&