



KERALA MEDICAL SERVICES CORPORATION LIMITED

(A Government of Kerala Undertaking)

Thycaud P.O, Thiruvananthapuram, KERALA 695 014

INVITATION OF EXPRESSION OF INTEREST

for

**EMPANELMENT OF DRUGS TESTING
LABORATORIES**

EOI No: KMSCL/QC/RE-EOI/2019/02 dated 01.06.2019

Name of EOI Responder:

Address:

Last date and time for the receipt of EOI Response: 29.06.2019. 02.30pm

For details;

www.kmscl.kerala.gov.in

Email: kmsclqc@gmail.com

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SECTION I
INVITATION OF EXPRESSION OF INTEREST

- 1.1 The Kerala Medical Services Corporation Limited - hereinafter mentioned in this document as KMSCL or the Corporation - is a fully owned Government of Kerala company set up in 2007 for providing services to the various health care institutions under the Department of Family Welfare and Health. One of the key objectives of the KMSCL is to act as the central procurement agency for all essential drugs, other consumables and equipments for all health care institutions under the above said Department.
- 1.2 The Corporation invites applications in the form of Expression of Interest - EOI in short- for Empanelment of Drugs Testing Laboratories for the Analysis of Drugs, Medical Devices, Supplies, Surgical Sutures etc more specifically mentioned in Appendix for a period of two years from the Date of Acceptance. The Managing Director of the Corporation is the Expression of Interest Inviting Authority for this purpose.
- 1.3 Laboratories which are willing to undertake complete testing and analysis of the drugs, other medical supplies and consumables at the rates prescribed in the Appendix I-A and offer rates for complete testing of the items in Appendix I-B and willing to accept the terms and conditions as prescribed under the EOI document are eligible to be selected as the "Empanelled Drugs Testing Laboratory of KMSCL".
- 1.4 The rates specified for the test/ analysis in this document are the final rates, that include all costs of chemicals, reagents, other supplies and consumables, capital investments in equipments, infrastructure, and all overheads for performing tests/ analysis as per the standards applicable analysis and for furnishing test reports together with all relevant protocols to KMSCL. The offerers shall be willing to undertake the tests/analysis subscribing to terms and conditions of this EOI document at these pre-fixed rates.
- 1.5 Performance of the tests/analysis strictly in accordance with the official/ recognized parameters of standards and delivery of test/ analysis reports in time and consistency of the analysis results are the most important factors to be adhered to by the Empanelled Laboratories.
- 1.6 The period of contract shall be two years from the date specified in the agreement to be executed for the purpose of the contract. The EOI Offerer shall give firmness of the rate prescribed and agreed upon for a period of two years from the date of agreement.

SECTION II

EOI SCHEDULE

2.1 Important details of the EOI:

1.	<i>EOI No.</i>	KMSCL/QC/RE-EOI/2019/02
2.	<i>Cost of EOI Document</i>	Rs.1000/-+ GST@18%
3.	<i>Earnest Money Deposit</i>	Rs.25,000/- (refundable)
4.	<i>Form of Earnest Money Deposit</i>	Demand Draft
5.	<i>Validity of EMD</i>	180 days from the date of opening of technical document
6.	<i>Performance Security Deposit</i>	Rs.50,000/-
7.	<i>Validity of Performance Security deposit</i>	30 months from the date of execution of agreement

2.2 Important Dates:

Sl.No	Particulars	Date and time	Venue
1.	<i>Date and time of commencement of sale of EOI document</i>	01.06.2019 2.30 pm	Head Office, KMSCL.
2.	<i>Date and time of Pre- offer meeting</i>	12.06.2019 11 am	
3.	<i>Last date and time of receipt of offers</i>	29.06.2019 2.30 pm	
4.	<i>Date and time of opening of the offers</i>	29.06.2019 3.00 pm	

SECTION – III
SPECIFIC CONDITIONS OF EOI

3.1 **Time Limits:**

The Empanelled Drug testing Laboratories shall furnish test reports at the Corporation with in the time limit specified below:			
Category	Permitted from the date of receipt of sample	Penalty for delayed reporting	
		Step -I	Step -II*
All non-sterile preparations	15 days	@ 0.5% per day of the delayed reporting upto a max of 15% (30 days) Note-from 16 th to 45 th day.	@ 1% /day of the delayed reporting upto a max of 45% (30 days) Note- from 46 th to 75 th day
All sterile preparations	30 days	@ 0.5% /day of the delayed reporting upto a max of 15% (30 days) Note -from 31 st to 60 th day	@ 1% /day of the delayed reporting upto a max of 45% (30 days) Note-from 61 st to 90 th day

Note: 1. The time period shall be calculated from the date noted in the proof of delivery (POD) submitted by the couriers, which shall be binding on the empanelled lab.

2. if further delay occur in submitting of that particular test report for more than the following days* that particular test reports will be rejected and action will be taken as per clause 4.9.15.

* i. Non- Sterile Preparations :- 75 days (ie: 15+30+30)

*ii. Sterile Preparations:- 90days (ie: 30+30+30)

- 3.1.1 If any of the test reports are cancelled/rejected due to delay or non submission of test reports, the expenditure and other losses sustained in the process, shall be recovered from the Security Deposit or performance guarantee or from any other money due and become due to the supplier/laboratory and in the event of such amount being insufficient, the balance will be recovered personally from the supplier/laboratory.

3.2 **Prequalification Criteria:**

- 3.2.1 The Laboratory presenting the EOI (Offerer) shall have valid Approval under the Drugs and Cosmetics Rules, 1945, valid Good Laboratory Practices (GLP) certificate issued by the competent authority under the Drugs and Cosmetics Rules and with valid NABL accreditation. No EOI shall be presented in respect of any drug or any other item in respect of which such approval/ certificate/accreditation is not possessed by the Offerer.
- 3.2.2 The Offerer should have standing in the field of testing and analysis of drugs/ consumables & other supplies in respect of which the EOI has been made for the last three years.
- 3.2.3 The Offerer shall have an average annual turnover of not less than Rs. 25 lakhs (Twenty five lakhs) for the last three consecutive years .i.e., 2015-2016, 2016-2017 and 2017-2018.
- 3.2.4 The Offerer should be one located anywhere in India and shall be a stand-alone laboratory i.e independent and not an in-house facility part of a manufacturing unit.
- 3.2.5 The Offerer should have undertaken analysis of drugs and supplies of similar nature for at least three Government departments/ institutions / reputed manufacturers of drugs & supplies during the last three years.
- 3.2.6 The EOI should not be submitted if the offerer stands blacklisted by KMSCL or blacklisted /debarred / disqualified/terminated /suspended by any other State/Central Government's organization or one whose approval had been suspended or revoked partially by any statutory authorities
- 3.2.7. The facilities availed/ offered for test/ analysis of drugs and other items shall be own and located in the premises in respect of which the EOI is made. Performance of tests/analysis partly in one place and partly in another place or fully in a place other than the one in respect of which the EOI is made will not be acceptable.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

4.1 EOI Document

- 4.1.1 The terms and conditions governing the Empanelment of laboratories are contained in this "EOI Document". The document can be downloaded from website **www.kmscl.kerala.gov.in**.
- 4.1.2 Failure to furnish any information/ document as required in this EOI document and submission of an offer not substantially responsive to it in every respect shall be at the Offerer's risk and would result in the rejection of the offer, without any notice.
- 4.1.3 It is mandatory to provide a check list as per Annexure I as the facing sheet for the EOI offer submitted so as to enable the Corporation to prima facie verify the compliance of submission of requisite documents at the time of opening of EOI. Failure to furnish the check list would make the offer deemed as non-responsive and open for summary rejection.
- 4.1.4 Language of EOI and other communications and signatories thereof: - The EOI submitted, all documents accompanying it presented thereof and all communications between the Offerer and the EOI Inviting Authority shall be in English language. Supporting documents in originals or copies as the case may be, issued by a statutory authority or court and furnished by the Offerer for the purposes of this EOI or for any purpose after empanelment, may in any other Indian language provided they are accompanied authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the offers, the English translation shall govern. Any communication from the Corporation made by an officer of the Corporation not below the rank of Quality Control Manager on behalf of the Managing Director shall be deemed as a communication by the EOI Inviting Authority and any communication/ correspondences made or any paper signed by an Authorized Signatory or (Specific) Power of Attorney (POA) Holder for the purposes of this EOI shall be deemed as communication/ correspondence made by the Offerer provided such POA has been presented along with the EOI in such manner as specified.
- 4.1.5 The EOI and accompanying documents once submitted shall not be altered in manner and should not have any scope of ambiguity, cutting, pasting, overwriting, masking, alteration etc. Modification of the offer, of the nature and to the extent provided in this document prior to the time and date set for

submission will, however, be entertained. Any overwriting / cutting/ correction otherwise of inadvertent error in the EOI made before its presentation it must be one authenticated with signature of the Offerer in full and such modifications as above that are not duly authenticated would necessitate summary rejection of the EOI. No such correction or modification as above in the accompanying document will be considered and documents with corrections would make the EOI defective/ non-responsive.

- 4.1.6 The documentary evidences submitted along with the EOI shall be produced duly attested by the Offerer on every page and serially numbered.
- 4.1.7 A copy of the complete EOI document duly signed on every page by the Offerer or the authorized representative shall be enclosed as part of the EOI as a proof of having read and accepted the terms and conditions of the EOI document.
- 4.1.8 The EOI shall be a computer typed one and signed by the Offerer or person(s) duly authorized to bind the Offerer to the Contract with Corporation. The person signing the documents shall have due Power of Attorney made by the Board of Directors/Partnership/Proprietor/Society/ Trust etc in cases where person other than the Managing Director/Managing Partner/ President or Chairman of the Society/ Trust etc 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 other such person as mentioned above or the sole Proprietor signs the EOI 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 notarized.
- 4.1.9 An offer submitted in vague/ ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 4.1.10 At any time prior to the dead line for submission of the EOI, the EOI Inviting Authority may, for any reason, modify the EOI document by amendment. The amendment will be published in the website of the Corporation and shall be binding all prospective Offerers.
- 4.1.11 Pre-offer meeting will be held by the Corporation to explain briefly about the requirements as well as the terms and conditions of the EOI document and to get the views of the prospective Offerers, as part of ensuring transparency in the EOI process. Failure to attend the pre-offer meeting will not be a disqualification, but will be a loss of opportunity for the prospective Offerer to understand the EOI terms & conditions. Date of pre-offer meeting is

mentioned in Section II. Filled up EOI will be accepted only after the date of pre offer meeting.

4.1.12 The EOI shall remain firm and valid for two years. An offer for a shorter period shall be rejected by the Corporation as non-responsive.

4.1.13 The EOI shall be sent in sealed envelope by registered post or by courier to the following address:

The Managing Director
Kerala Medical Services Corporation Ltd
Thycaud P.O, Thiruvananthapuram -14.
Kerala- 695014.

Phone No: 0471- 2945646, 2945600

E-mail: kmsclqc@gmail.com

4.1.14 The envelope containing the EOI document is to be super scribed with the title **"EXPRESSION OF INTEREST FOR RE-EMPANELMENT OF DRUGS TESTING LABORATORIES No KMSCL/QC/RE-EOI/2019/02 DATED 01.06.2019 FOR THE YEAR 2019-21"**

4.1.15 EOI sent by telex or fax or email is void. The EOI may be presented in person also in sealed envelope, addressed and super scribed as above before the time and date specified.

4.1.16 If the EOI is sent by Registered post or by Courier, it should reach the above office on or before the time and date stipulated in Section II. The Corporation shall not be held liable for the delay in transit.

4.1.17 The Offerer may modify or withdraw its offer, after the EOI submission, provided that written notice of the modification or withdrawal is received by the Corporation before the date of opening of the EOI. The Offerer's modification or withdrawal notice shall be signed by the Offerer or his / her authorized representative, who have signed the original EOI documents. A withdrawal notice may also be sent by fax or email but should necessarily be followed by a signed confirmation copy to be received at the head office of the Corporation before the date of opening of the technical document.

4.1.18 The offerer shall submit RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in Annexure XI.

4.2 Earnest Money Deposit (EMD):

4.2.1 The EOI shall be accompanied by the EMD as prescribed. Non-submission of sufficient EMD as mentioned in Section II along with the Technical document shall result in summary rejection of the EOI.

- 4.2.2 The EMD shall be in the form of demand draft drawn in favour of Managing Director, Kerala Medical Services Corporation Limited, payable at Thiruvananthapuram.
- 4.2.3 Cheque, Cash payment, Money Order, Fixed deposit, Bank Guarantee etc will not be accepted as EMD and in such cases the EOI offer will be rejected.
- 4.2.4 Laboratories fully owned by the Government / PSUs and reputed Research & Development Laboratories attached to scientific / research institutions are exempted from remittance of EMD subject to submission of valid documents.
- 4.2.5 EMD of unsuccessful offerers will be discharged / returned as soon as possible within thirty days after publishing of the final list of successful EOIs by the Corporation.
- 4.2.6 The successful Offerers' EMD will be discharged upon the Offerer signing the contract and furnishing the performance security. The EMD of the successful Offerer may be adjusted towards the performance security payable.
- 4.2.7 No interest will be paid for the EMD.
- 4.2.8 The EMD will be forfeited, if an Offerer;
- 4.2.8.1 Misrepresents facts or submit false / fake documents during the EOI process.
- 4.2.8.2 If the Offerer willfully violates any terms and conditions of the EOI documents.
- 4.2.8.3 If the Offerer withdraws its bid after the opening of EOI document.
- 4.2.8.4 A successful Offerer fails to sign the contract after issuance of Letter Of Intent.
- 4.2.8.5. If the EOI offer is rejected on the basis of the non satisfactory inspection report of the Quality control facilities of the firm.

4.3 Empanelment policy:

- 4.3.1 The list of drugs/supplies for which rates to be finalized for complete Laboratory testing is attached as Appendix I-A & I-B.

i) Appendix I-A

The final rate for testing of samples of each item is pre-fixed and are mentioned in column 7 of Appendix I-A. The Laboratories interested to perform the tests for the items at these rates can make offer for that item in the format specified in Annexure-VII (Consent letter of the Offerer).

ii) Appendix I-B

The rates for testing of the items in this list are not fixed. The Testing Laboratories can offer the rates at which the complete testing of the items are performed and the rate for testing shall be filled by the Offerer in column 5 in

Appendix I-B in the format specified in Annexure-VII (Consent letter of the Offerer). The offered rates shall be inclusive of cost of chemicals, reagents, other consumables, cost and depreciation of value of equipments, infrastructure, labour charges, other overheads and expenses and incidentals to the furnishing of reports. The EOI offering minimum rate for testing will be selected for testing that item.

4.3.2 The EOI Inviting Authority has every right to fix the final testing rate of item comparing with the testing rates for similar products, rates offered by other labs etc.

4.3.3 The EOI Inviting Authority will publish the final testing rate(s) of items in Appendix I-B in the website of the Corporation permitting the other qualified laboratories to match with the final testing rate(s). The Corporation will empanel such laboratories also who have given the consent in writing for testing the items in the final rate(s).

4.4 Contents of the EOI documents:

4.4.1 The EOI must be accompanied by the following documents in the sealed cover submitted. The documents shall be in the format prescribed.

	Documents to be submitted	Format prescribed
1.	Checklist (Annexure -I) for the EOI and the list of documents enclosed, with their page numbers marked. The EOI and the documents should be serially numbered and arranged as per Annexure-I. The page number(s) of each document shall be shown in the checklist.	PDF format in DVD & Hard Copy
2.	The Earnest Money Deposit, IF NOT EXEMPTED, shall be Rs. 25,000/-. The Earnest Money Deposit shall be paid in the form of Demand Draft favouring Managing Director, Kerala Medical Services Corporation Limited, payable at Thiruvananthapuram. IF EXEMPTED as per clause 4.2.4 valid documentary evidence to prove the claim shall be furnished.	Hard Copy

3.	Copy of notarized Documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, list of names and addresses of the Directors, along with notary attested copies of Form 32 whenever there is a change of Directors, current Partnership deed (Notary attested copy) etc, Name and address of the Chairman/ President/ Managing Trustee, Secretary etc in the case of societies, trusts etc details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of such Managing Director / Partners / Proprietor/ others responsible for the conduct of business and operation of the laboratory.	PDF format in DVD & Hard Copy
4.	Annual turnover statement (Original) certified by the auditors for last three years i.e., 2015-16, 2016-2017 & 2017-18 as in Annexure-V	PDF format in DVD & Hard Copy
5.	Notary Attested Photocopy of approval for testing of Drugs and the list of drugs approved for testing in the laboratory issued by the Drugs Control Authority and valid renewal with list of approved products for testing.	PDF format in DVD & Hard Copy
6.	Notary Attested Photocopy of valid GLP Certificate issued by the Drugs Control Authority and valid renewal.	PDF format in DVD & Hard Copy
7.	Notary Attested Photocopy of NABL accreditation certificate and its valid renewal.	PDF format in DVD & Hard Copy
8.	GST Registration Certificate issued by the concerned authority and attested copy of certificate of registration.	PDF format in DVD & Hard Copy

9.	Notary attested copies of audited Balance Sheet and Profit and Loss account for the last three years i.e. 2015-16, 2016-17 & 2017-18.	PDF format in DVD & Hard Copy
10	The list of qualified personnel employed in the laboratory (Employees name, Qualification and experience)	PDF format in DVD & Hard Copy
11.	The list of sophisticated analytical equipments & apparatus available in the laboratory as in Annexure III	PDF format in DVD & Hard Copy
12.	Duly filled performance statement in Annexure IV	PDF format in DVD & Hard Copy
13.	Declaration in the Proforma given in Annexure-VI duly signed and notarized	PDF format in DVD & Hard Copy
14.	Details of Analytical Laboratory in Annexure-II	PDF format in DVD & Hard Copy
15.	Consent letter of the offerer as in Annexure VII, giving the details of the Drug / items offered to be tested in compliance with the EOI conditions and the consent for testing the Drugs / items at the rates offered in Appendix I-A & I-B.	DVD in .xl format & Hard Copy
16.	EOI document signed by the offerer in all pages with office seal	Hard Copy
17.	Notary attested copy of PAN.	PDF format in DVD & Hard Copy
18	RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in Annexure XI.	Hard Copy

4.5 Evaluation of EOI:

- 4.5.1 The opening of the EOI offer will be done by the Corporation in the presence of the Offerers or their representatives who choose to attend at the respective time and place mentioned in Section II.

- 4.5.2 In the event of the specified date for EOI submission/opening being declared holiday, the EOI submission/opening shall be at the appointed time and venue on the next working day.
- 4.5.3 The Offerer shall be responsible for properly super scribing and sealing the envelopes and the Corporation shall not be liable for inadvertent opening of the envelopes before the time appointed for opening of the offers.
- 4.5.4 The documents submitted as part of the offer shall be scrutinized by Committee constituted by the EOI Inviting Authority.
- 4.5.5 An EOI, at any stage of the evaluation process or thereafter, in the event of being found concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected and is liable to be black listed for a period as decided by the EOI Inviting Authority.
- 4.5.6 The Corporation may waive any minor infirmity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other Offerers.
- 4.5.7 No EOI may be withdrawn in the interval after the opening and finalization of the EOIs. Withdrawal of an EOI during this interval will result in the forfeiture of its EMD and black listing of the Offerer for a period of 3 years immediately from the date of such order and the Offerer shall be ineligible to participate in any of the offers / tenders of the Corporation for a period of 3 years.

4.6 Inspection of Testing Facilities of the Laboratory:

- 4.6.1 Inspection of the testing facilities will be at the discretion of the EOI Inviting Authority. Such inspection may be at any stage before or after acceptance of the offer or Award of Contract/ empanelment.
- 4.6.2 All the testing facilities in the lab will be subjected to inspection / auditing, irrespective of the items in respect of which the EOI has been made/offered. i.e. if the Offerer has offered testing of only for tablets but is having the testing facilities of Injectables / Liquids / etc. all the sections will be subjected to inspection. The Offerer will have to provide necessary arrangements to conduct the inspection of all the sections and failure to co-operate with the inspection in showing the different facilities, will lead to disqualification. Entry to all the areas of testing including microbiological section of the lab shall be facilitated.
- 4.6.3 During inspection undue demands, demands beyond the scope of the this EOI etc made by the members of the Inspection team shall be immediately notified to the EOI Inviting Authority by the laboratory by fax/email, so that

the disputes could be resolved before the Inspection Team left the laboratory. The recommendations of the Inspection team will not be communicated to the Offerer at their site and shall be published on the later only. A summary of findings without stating the recommendations/ conclusions may, however, be furnished to the laboratory soon after the inspection.

- 4.6.4 The availability of technical experts, analytical facilities as claimed in the EOI offer along with the compliance of standard operating procedures adapted for each procedure including validation and calibration, shall be evaluated by the team for considering the eligibility of the lab. Claims of holding the valid NABL certification/valid approval/ GLP certificate will not be of any avail, if the procedures prescribed are not followed as per the standard operating procedures or if the available facilities are not in proper conditions or if contraventions of GLP norms are observed at the time of inspection. In the event of failure to facilitate inspection, obstruction to carry out the inspection, non-cooperation during the inspection, failure furnish any record needed for verification etc., the EOI offer will be rejected or agreement will be terminated, as the case may be.
- 4.6.5 The minimum number of samples that could be tested at a time will be one of the criteria for determining the acceptance/rejection of the lab. The Inspection team shall also verify the capability of the Offerer in fulfilling the requirement of the Corporation.
- 4.6.6 Copy of one full set of the EOI offer should be made available at the time of inspection.
- 4.6.7 Originals of all the documents submitted in the EOI offer should be produced for verification by the inspection team. Failure to produce any of the original documents will result in the rejection of the offer.
- 4.6.8 Key testing areas will be photographed by the inspection team. Denial of permission for photographing will result in the rejection of EOI offer.
- 4.6.9 Any of the Laboratories during the inspection, found not complying with the requirements, the offer of the firm will be rejected/agreement will be terminated. An inspection fee of Rs. 25,000/- will be deducted from the EMD/SD/any money due to the firm.

4.7 Acceptance / Rejection of offers:

- 4.7.1 Acceptance /rejection of the EOI offer will be based on the decisions taken on the evaluation of the submitted documents and inspection report from the expert committee.

- 4.7.2 At any point of time before or after the award of contract, the EOI Inviting Authority reserves the right to cancel or modify the contract in respect all or any of the items of drugs or other consumables in respect of an EOI for breach of the terms and conditions of the EOI or of the agreement thereof.
- 4.7.3 The EOI Inviting Authority, or his authorized representative(s) has the right to inspect the labs of Offerers, before releasing any samples or at any point of time during the continuance of offer and also has the right to reject the offer or terminate / cancel the contract awarded and or to re-test, based on adverse reports brought out during such inspections. Retesting of samples may also be done by the EOI Inviting Authority at any stage before or during the operation of the contract, to evaluate the performance of the laboratory and the EOI Inviting Authority may initiate deterrent or punitive measures if the evaluation processes or the inspections so indicate or necessitate.

4.8 Award of Contract:

- 4.8.1 The Corporation will notify the successful Offerer (s) in writing, by registered / speed post or by email that its/ their offer(s) for testing of drug(s)/ other items, which have been selected by the EOI Inviting Authority, has been accepted. This notification is made by issuing a **Letter of Intent** by the EOI Inviting Authority.
- 4.8.2 The successful Offerer, upon receipt of the Letter of Intent, shall execute an agreement in the format prescribed, in a non-judicial Kerala Stamp paper of value of Rs. 200/- or of such revised value as may be notified by the Government (stamp duty to be paid by the Offerer) within 15 days from the date of the intimation from Corporation that his offer has been accepted. The Specimen format of agreement is available in Annexure-IX.
- 4.8.3 There will be a performance security deposit amounting to Rs 50,000/- (Rs. Fifty Thousand only) which shall be submitted by the successful Offerer along with the agreement within 15 days from the date of issuance of Letter Of Intent, in the form of Demand Draft drawn in favour of the Managing Director, Kerala Medical Services Corporation Limited payable at Thiruvananthapuram/ Bank Guarantee in the format as given in Annexure VIII for a period of 30 months from the date of execution of the agreement.
- 4.8.4 If the successful Offerer fails to execute the agreement and / or to deposit the required performance security deposit within the time specified or withdraws his offer after opening of the bid, his award of contract will be cancelled and the Earnest Money Deposit of the firm shall stand forfeited, Corporation will initiate blacklisting process and the laboratory shall also be blacklisted for a

period of three years immediately from the date of such order and the Offerer will be ineligible to participate in any of the offers/EOI processes of the Corporation for a period of three years.

- 4.8.5 The Offerer shall not, at any time, assign, sub-let or make over the contract or the benefit in full or part thereof to any person or persons what so ever.
- 4.8.6 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the EOI Inviting Authority, and the Offerer shall be liable for all losses sustained by the EOI Inviting Authority, in consequence of the termination which may be recovered personally from the Offerer or from his properties, as the case may be.
- 4.8.7 All notices or communications relating to arising out of this EOI/agreement or any of the terms there of shall be considered duly served on or given to the Offerer if delivered to him or left at the premises, places of business or abode. Any notice or other communication sent by e-mail or by any other electronic mode shall also be deemed to be due service of the notice/ communication.
- 4.8.8 In the event of any failure/blacklist/default/deviations from the terms and conditions of the EOI or the agreement thereof, of the successful tenderer with or without any quantifiable loss to the EOI Inviting Authority, the amount of the performance security is liable to be forfeited.
- 4.8.9 The EOI Inviting Authority will release the Performance Security without any interest to the successful Offerer on completion of all contractual obligations.
- 4.8.10 If the successful Offerer withdraws from the contract during the period of contract, his security deposit will be forfeited, the contract will be terminated, Corporation will initiate blacklisting process and the laboratory will be blacklisted for a period of three years immediately from the date of such order making them ineligible to participate in any of the offers / Tender of the Corporation.

4.9 Testing & Reporting Conditions:

- 4.9.1 On empanelment and entrustment of the job, the Analytical Laboratory shall furnish the test reports within.
 - 1. 15 days of receipt of the sample in case of all non-sterile Preparations.
 - 2. 30 days of receipt of the sample in the case of sterile preparations.
- 4.9.2 All the tests mentioned in IP/ BP/ USP/ BIS/In-house test procedure/Drugs & Cosmetics Rules. etc., (as the case may be) should be carried out for each and every sample. The actual test value obtained after analysis should be clearly mentioned in the report figures/& words in the report of test/ analysis. Amendments, Addendum, Corrigendum etc published to the reference

monographs shall be taken in to account in the testing parameters time to time.

- 4.9.3 Mentioning the words, "COMPLIES" or "PASSES" in the result column of the report shall be treated as incomplete report. It is essential to express the value of test results in figures and the value of standard limits.
- 4.9.4 **Test report should be submitted as per Form 39 of D&C Act and additional details should be given as prescribed in Annexure X. Every test report must have remarks (i.e.) Standard Quality or Not of Standard Quality with respect to protocol applied.**
- 4.9.5 Reports should be in A4 size paper of good quality.
- 4.9.6 Reports should have Sl.No., Description of tests, Specifications, Results obtained and the reference monograph.
- 4.9.7 Protocols of test applied shall be furnished along with the test report. Spectra /Chromatography data sheets, where ever applicable shall also be furnished.
- 4.9.8 All test reports should be submitted to the KMSCL in triplicate. In case of failure of a sample, the result should be communicated immediately to the Managing Director through Phone/Fax/E-mail and the report should be sent with protocol.
- 4.9.9 If under any circumstances (like break down of instrument, non availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for samples, the same should be reported within 24 hours of receipt of such samples by FAX or E-mail and the samples should be returned to the Quality Control Section, Kerala Medical Services Corporation Limited, Thiruvananthapuram. Return of samples under false claims of malfunctioning of equipment/ break-down of systems etc will be deemed as fraudulent practices and the contract will be liable to be terminated and the laboratory be black-listed without prejudice to criminal proceedings for breach of trust and other such offences.
- 4.9.10 Every care will be taken for proper packaging of the sample to ensure safe and intact delivery to the laboratory. If, however, any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the Quality Control Section, Kerala Medical Services Corporation Limited, Thiruvananthapuram by FAX or E-mail. Deliberate attempt to damage or damaging of the package after receipt shall amount to fraudulent practice leading to termination of contract, black-listing and criminal proceeding for breach of trust, contract etc.

- 4.9.11 In the case of Non-Pharmacopoeial Products the Method of Analysis should be appended to the Report.
- 4.9.12 Test Results shall be sent through e-mail to kmsclqcresults@gmail.com followed by signed hardcopies and with authorized persons name & signature.
- 4.9.13 Furnishing of incomplete/inconsistent/ incorrect/ unreliable test results for three times or more during the contract will lead to the termination of contract of the laboratory. Corporation will initiate blacklisting process and the lab will be blacklisted for a period of three years immediately from the date of such order and the Offerer will be ineligible to participate in any of the offers/tenders of the Corporation for a period of three years.
- 4.9.14 If submitted test reports is found to be incomplete/inconsistent/incorrect/ unreliable, those test reports will not be consider as test reports and the payment regarding the same will be forfeited.
- 4.9.15 Furnishing of three or more delayed test reports occurred during the contract, such practices will considered as default reporting and its lead to the termination of contract. Corporation will initiate blacklisting process and lab will be blacklisted for a period of three years from the date of such order making them ineligible to participate in any of the offers / Tender of the Corporation.
- 4.9.16 Any change/replacement of the authorized person/persons who is responsible for the signing of the test report should be intimated to the Corporation within 15 days. If no intimation received from the Laboratory, it will be considered as fraudulent practice and will initiate blacklisting process.

4.10 Payment Provisions:

- 4.10.1 No advance payments towards Analysis of drugs will be made.
- 4.10.2 Payments towards the Analysis of drugs will be made strictly as per terms and conditions laid down in the EOI document and the decisions of the EOI Inviting Authority. All payments will be made only by way of electronic fund transfer in favour of the laboratory.
- 4.10.3 All bills / Invoices in triplicate is to be submitted directly to the Headquarters.
- 4.10.4 If at any time during the period of contract, the testing fee of any items is reduced by the Offerer himself or the taxes levied is brought down by any law or Act of the Central or State Government the Offerer shall be bound to inform Corporation immediately about such reduction in the contracted prices. The EOI Inviting Authority is empowered to unilaterally effect such

reduction as is necessary in rates in case the Offerer fails to notify or fails to agree for such reduction of rates.

- 4.10.5 The Offerer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Service tax, and Customs Duties etc. In the event, if it is found that there is some statutory deduction to be made at the source, the Corporation will have the authority to do so. GST registration certificate should be incorporated.
- 4.10.6 If at any time during the operation of the contract, any new/ additional statutory tax or other levy is imposed to the testing of the drugs and other items or if the statutory taxes, levies, duties etc applicable are increased, if the documentary evidence for increase in the statutory taxes, levies, duties etc is produced, then the invoice amount with the enhanced rates will be admitted, after due verification.
- 4.10.7 The rates fixed by the Corporation shall be exclusive of GST and in any enhancement in GST by notification of the Government, the quantum of additional GST so levied will be allowed to be charged without any change in the basic price offered by the EOI inviting authority. For claiming additional cost on account of the increase in GST, the bidder should produce proof of the payment of additional GST on the services rendered to EOI 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.

4.11 Saving Clause:

- 4.11.1 No suit, prosecution or any legal proceedings shall lie against Corporation or any person for anything that is done in good faith or intended to be done in pursuance of tender.

4.12 Applicable Law & Jurisdiction of Courts:

- 4.12.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 4.12.2 Any and all disputes arising out of this EOI 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 available before courts of law, including High Courts / Tribunals situated elsewhere. However, the Offerers should specifically agree and covenant not to file any legal proceedings before any such courts of law / tribunal and should undertake and bind themselves to initiate and carry on legal proceedings in respect of this EOI 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 offerer who violates these conditions will be held to have indulged in an unacceptable / unfair practice and will be deemed ineligible to participate in any of the offers/tenders of the Corporation for a period of two years from the date of the breach/violation of the aforesaid conditions.

- 4.12.3 The Offerers are also required to abstain from printing the words "subject to jurisdiction of Delhi Courts only" etc from on the invoices submitted, which may force the Corporation to entertain the payment only after the Offerer undertakes in writing his/ her agreeing to the conditions above in respect of the jurisdiction of the courts of Kerala. Any such statement made in any of the document presented to the EOI Inviting Authority will be inconsistent with the terms and conditions of the EOI and the agreement thereof and the EOI Inviting Authority will not be party to the legal situations that might arise in pursuance of such statements.

4.13 Corrupt or Fraudulent Practices

- 4.13.1 It is required by all concerned namely the offerers / Successful offerers etc to observe the highest standard of ethics during the process, execution and operation of the contracts. In pursuance of this policy, the Corporation defines, for the purposes of this provision, the terms set forth below as follows:
- 4.13.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Quality control process or in contract execution and operation; and
- 4.13.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution or operation of a contract to the detriment of the EOI Inviting Authority, and includes collusive practice among offerers (prior to or after EOI submission) designed to establish testing fees at artificial non-competitive levels and to deprive the Corporation of the benefits of fair offer. Such other acts termed as fraudulent practices elsewhere in this document or any act to deceive the Corporation or any of its employees or any act adversely affecting or calculated to affect the normal/proper function or activities of the Corporation.
- 4.13.4 The EOI Inviting Authority will reject a proposal for award if it finds that the Offerer recommended for award has engaged in corrupt or fraudulent practices in fixing the testing fee and will declare a lab ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Corporation if it at any time determines that the lab has engaged in corrupt or fraudulent practices in fixing the testing fee, or in executing the contract.

- 4.13.5 No Offerer shall contact the Corporation or any of its officers or any officers of the Government on any matter relating to its offer so as to influence the members of various committees or the official(s) of EOI Inviting Authority. Any such act shall also constitute a fraudulent/ corrupt practice and would result in rejection of the EOI offer.
- 4.13.6 The Offerer shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Corporation in any trade or business or transactions nor shall the Offerer 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 Offerer 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 EOI Inviting Authority. Any such effort by the Offerer to influence the Corporation or its officers may result in rejection of the EOI offer. The terms 'Officers, subordinates or servant' shall include their family members or other associates also.
- 4.13.7 If it is revealed that the analytical Laboratory is involved in any form of fraud and collusion with the suppliers of Kerala Medical Services Corporation Limited, the analytical Laboratory will be blacklisted for a period of five years. The Offerer shall also be liable for action under criminal law and the matter will be notified to the concerned Director of Drugs Control for penal action against them.

4.14 Force Majeure

- 4.14.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful Offerer and not involving the Empanelled laboratory'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 Corporation 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 the management, and freight embargoes. Scarcity of reagents, reference materials and power cut are not considered as force majeure.
- 4.14.2 If a Force Majeure situation arises, the Empanelled laboratory shall promptly notify the Corporation in writing of such conditions and the cause thereof within ten days of occurrence of such event. The time for completing the

reporting may be extended by the Corporation at its discretion for such period as may be considered reasonable.

- 4.14.3 In case due to a Force Majeure even if the Corporation is unable to fulfill its contractual commitment and responsibility, then it will notify the Empanelled laboratory accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

4.15 Procedure for Blacklisting

- 4.15.1 For blacklisting a laboratory for defaulted reporting, a registered notice shall be issued to the laboratory calling for explanation within 15 days from the date of receipt of notice. On receipt of the explanation from the Laboratory, the EOI inviting Authority, may take appropriate action on merits of the case and impose blacklisting of the particular laboratory by passing appropriate orders.
- 4.15.2 If any NABL lab, at any stage of EOI process or thereafter in the event of being found after verification by the EOI 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.
- 4.15.3 If the empanelled NABL lab is terminated / blacklisted / debarred/disqualified by any other State/Central Govt. organization after EOI submission/award of contract/execution of agreement, the NABL lab will be liable for Blacklisting/ Termination of contract.
- 4.15.4 Failure to inform the termination/blacklisting / debarring/disqualifying by any other State/Central Govt. organization during the empanelment with KMSCL within a period of 30 days of such order, Corporation will blacklist the empanelled NABL lab for a period up to 3 years from the date of such order.

4.16 Provisions for Appeal

- 4.16.1 A laboratory which has been blacklisted by the Corporation 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.

4.17 Termination of Contract

- 4.17.1 Termination for default:- The Corporation without prejudice to any other contractual rights and remedies available to it (the EOI Inviting Authority), may, by written notice of default sent to the successful offerer (Empanelled laboratory), terminate the contract in whole or in part, if the successful offerer

fails to perform any other contractual obligation(s) within the time period specified in the contract.

- 4.17.2 Unless otherwise instructed by the EOI Inviting Authority, the successful Offerer (Empanelled laboratory) shall continue to perform the contract to the extent not terminated.
- 4.17.3 Termination for insolvency: If the successful offerer becomes bankrupt or otherwise insolvent, the Corporation reserves the right to terminate the contract at any time, by serving written notice to the successful Offerer without any compensation, whatsoever, to the successful Offerer (Empanelled laboratory), 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 EOI Inviting Authority.
- 4.17.4 Termination for convenience: - The Corporation reserves the right to terminate the contract, in whole or in part for its (EOI Inviting Authority's) convenience, by serving written notice on the successful Offerer (Empanelled laboratory) at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the EOI Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful offerers performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 4.17.5. Termination due to change of ownership, constitution, suspension/ cancellation of statutory approval/ certification, accreditation etc.
- 4.17.6. Where there is a change of ownership (in the case of sole proprietorship unit) of the Empanelled laboratory under contract, the contract will stand automatically terminated. The owner of the Empanelled laboratory shall inform the change of ownership to the EOI Inviting Authority as soon as the change takes place. The new owner will be eligible for a fresh contract for the remaining period of the earlier contract with the former owner under the same terms and conditions on deposit of the performance security amount. Inspection of the unit will be the discretion of the EOI Inviting Authority.
- 4.17.7. Where there is a change of constitution of the firm running the Empanelled Laboratory, the contract will stand terminated from the date of change of constitution if the person(s) responsible for the firm for the contract and its day to day operations change. In such an event the new firm will be eligible for further fresh contract for the remaining period of the earlier contract with the firm under the same terms and conditions. The performance security deposited earlier may be adjusted for the fresh contract on mutual agreement.

- 4.17.8. Where there is temporary or permanent suspension/ cancellation/ withdrawal/ revoking of the statutory approval/ certification/ accreditation on the basis of which the laboratory was empanelled and contract was awarded, the contract will stand terminated from the date of such action coming into force. Such termination may, however, be withdrawn if the action is cancelled or stayed by any competent forum. It will be onus of the Empanelled laboratory to report any such action taken against it.

(Sd/-)

**Managing Director (i/c), KMSCL
&
(EOI Inviting Authority)**

CHECK LIST

Name of the Laboratory : _____

Address : _____

Sl. No	Documents to be submitted	Page No
1.	Checklist (Annexure –I) for the list of documents enclosed with their page Nos. The documents should be serially numbered and arranged as per Annexure–I.	
2.	EOI Document Cost in the form of DD shall be kept in an envelope. DD No & date: Bank & branch: Amount in Rs:	
3.	Earnest Money Deposit the form of DD shall be kept in an envelope, IF NOT EXEMPTED , DD No & date: Bank & branch: Amount in Rs: IF EXEMPTED as per clause 4.2.4 valid documentary evidence to prove the claim.	
4.	Copy of notarized Documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, along with notary attested copies of Form 32 whenever there is a change of Directors, Latest Partnership deed (Notary attested copy), Bye law in the case of society, trust etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor/ other responsible persons/ office bearers. The list of present MD & Directors of the firm shall also be furnished	

Sl. No	Documents to be submitted	Page No
	separately.	
5.	Annual turnover statement certified by the auditors for last three years i.e., 2015-16,2016-2017 & 2017-18 as in (Annexure-V)	
6.	Notary Attested Photocopy of approval for testing of Drugs and the list of drugs approved for testing in the laboratory issued by the Drugs Control Authority and valid renewal with list of approved products for testing.	
7.	Notary Attested Photocopy of valid GLP Certificate issued by the Drugs Control Authority and valid renewal.	
8.	Notary Attested Photocopy of NABL accreditation certificate and its valid renewal.	
9.	GST Registration Certificate issued by the concerned authority and attested copy of certificate of registration.	
10.	Notary attested copies of audited Balance Sheet and Profit and Loss account for the last three years i.e. 2015-16,2016-2017 & 2017-18.	
11.	The list of qualified personnel employed in the laboratory (Employees name, Qualification and experience)	
12.	The list of sophisticated analytical equipments & apparatus available in the laboratory. [Annexure III]	
13.	Duly filled performance statement in Annexure IV.	
14.	Declaration in the Proforma given in Annexure-VI duly signed and notarized	
15.	Details of Analytical Laboratory in Annexure-II.	
16.	Consent letter of the offerer as in Annexure VII.	
17.	EOI document signed by the offerer in all pages with office seal	
18.	Notary attested copy of PAN.	
19.	RTGS details duly endorsed by the banker and a cancelled cheque. Bank details in the format prescribed in Annexure XI.	

ANNEXURE – II
DETAILS OF ANALYTICAL LABORATORY

Sl.No.	Particulars	Details (To be filled in by the EOI Responder)
1.	Name of the Organization	
2.	Address(Regd. Office): Telephone: Fax: E-mail: Website:	
3.	Address(Laboratory Premises)* Telephone: Fax: E-mail: Website: (* If testing of the items are performed in more than one premises, details of all such units shall be furnished.)	
4.	Name of the Contact Person: Designation Telephone: Mobile: E-mail ID:	
5.	Type of the Organization (Public Sector/Limited/ Private Limited/Partnership/ Proprietary/Any Other):	
6.	Date of inception of the firm	
7.	Chief Officer of the Organization: Designation: E-mail ID: Telephone:	
8.	Registration No. & Date of	

Sl.No.	Particulars	Details (To be filled in by the EOI Responder)
	Incorporation of Company:	
9.	License No. issued by the Drugs Control Dept. of the state for conducting the Analysis. Date of issue and current validity of the license period shall also be specified.	
10.	PAN no:	
11.	List of minimum 3 Clients as per clause No.3.2.5 (Provide number of samples, type, contact details like Address, Contact Person, e-mail ID, Telephone)	
12.	Total No. of Employees: 1. Technical Staff 2. Non-Technical Staff (Details of qualified personnels for testing of drugs/supplies)	
13.	Authorized Person/Persons responsible for signing the test report: 1. No: of Person/Persons 2. His/Her Name & Designation	
14.	Whether the License/Approval/ accreditation of the laboratory was cancelled / suspended by the authority in the past, if yes give details.	
15.	Whether any prosecution action is in progress or pending against the laboratory or any of its. Furnish details of past	

Sl.No.	Particulars	Details (To be filled in by the EOI Responder)
	conviction(s), if any.	

Date:

Seal:

Authorized Signatory:

**LIST OF SOPHISTICATED ANALYTICAL EQUIPMENTS &
APPARATUS AVAILABLE IN THE LABORATORY**

Name of the Laboratory : _____

Address : _____

Name of the Equipment/ Instruments/Apparatus	Name & Description	Date of Installation	Working Conditions
<u>FACILITIES IN THE MICROBIOLOGICAL SECTION</u>			
List of Equipments / Apparatus Available with Date of Installation (eg. Incubators, Autoclave etc.)			

Date:

Seal:

Authorized Signatory:

PROFORMA FOR PERFORMANCE STATEMENT

(for a period of last 3 years)

Name of the Laboratory : _____

Address : _____

Types of Samples Analyzed		No. of Samples Analyzed during		
		2015-16	2016-17	2017-18
1	Tablets / Capsules			
2	Injectable			
3	Liquid Orals			
4	Ointments / Creams / Gels			
5	Surgicals (Specify item names)			
6	Sutures (Specify types)			
7	Other Categories (Specify)			
8	Other Categories (Specify)			

Signature :

Date :

Name of the Lab :

Office Seal :

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ (Name & address _____) who is participating in the **EOI No. KMSCL/QC/RE-EOI/2019/02 DATED 01.06.2019** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Turnover (Rs.)
1.	2015 - 2016	
2.	2016 - 2017	
3.	2017 - 2018	
Total (Rs.)		
Average turnover per annum (Rs.)		

Date:

Signature of Auditor/

Chartered Accountant

(Name in Capital) :

Name of firm :

Reg. No. :

Seal:

DECLARATION

I / We (Name of
the laboratory) having our office at
.....

.....
Laboratory at
..... do declare that I / We have carefully read all the
conditions of **EOI No. KMSCL/QC/RE-EOI/2019/02 DATED 01.06.2019** of
Kerala Medical Services Corporation Ltd., Thiruvananthapuram, for the EOI
floated for empanelment of analytical testing laboratories for the analysis of
drugs and supplies, for a period of two years from the date of acceptance and
abide by all conditions set forth therein. I/We do accept(s) all the terms and
conditions of the above EOI document including amendments of the tender, if any,
published by the Corporation.

Signature :
Date :
Name of the Lab :

Office Seal :

ATTESTED BY NOTARY PUBLIC

CONSENT LETTER OF THE OFFERER**From**

Name of the Laboratory.....

Address

To

The EOI Inviting Authority

Sir,

Sub: Consent for performing complete analysis of drugs/supplies.**Ref : EOI No. KMSCL/QC/RE-EOI/2019/02 DATED 01.06.2019**

With reference to the EOI for the empanelment of drugs testing laboratories, we here by submit our consent to perform the complete analysis of the following items of drugs/supplies in Appendix I-A & Appendix I-B of the EOI document at the rates offered in column 6 of the following tables and as per the conditions stipulated in the EOI documents referred above.

Table.I <u>LIST OF ITEMS OFFERED IN APPENDIX I-A</u>						
Sl.No.	Category	Drug Code	Drug Name	Strength	Unit	Agreed rate (Rs.)
(1)		(2)	(3)	(4)	(5)	(6)

Table.II <u>LIST OF ITEMS OFFERED IN APPENDIX I-B</u>						
Sl.No.	Category	Drug Code	Drug Name	Strength	Unit	Offered rate (Rs.)
(1)		(2)	(3)	(4)	(5)	(6)

Date:

Seal:

Authorized Signatory:

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To
The Kerala Medical Services Corporation Limited
(Address)

WHEREAS _____ (Name and address of the Laboratory) has undertaken, in pursuance of contract no _____ dated _____ (herein after called "the contract") to conduct quality control analysis for Kerala Medical Services Corporation Limited, (address).

AND WHEREAS it has been stipulated by you in the said contract that the Laboratory 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 Laboratory such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Laboratory, 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 Laboratory 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 Laboratory before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Laboratory (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 Laboratory 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 Laboratory (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, 20... between Kerala Medical Services Corporation Ltd represented by its Managing Director (& Expression of Interest (EOI) Inviting Authority) having its registered office at Thiruvananthapuram (hereinafter mentioned as "The KMSCL" or the Corporation) of one part and M/s.
.....
... (Name and Address of the laboratory)(hereinafter called as "The Empanelled laboratory" or the "Laboratory" in short) 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 KMSCL had invited Expression of Interest (EOI) from eligible Analytical Laboratories for test and analysis of Drugs and other consumables procured by it for supply to the healthcare institutions under the Health & Family Welfare Department of Kerala as per the EOI document numberdated and had prescribed eligible criteria and various terms and conditions for participation and presentation of the EOI, and

WHEREAS The Empanelled Laboratory above has offered to the KMSCL to undertake analytical work of the list of items mentioned in the Annexure attached hereto, in accordance with the terms and conditions specified in the above said EOI document, at the rates noted therein and had given an undertaking in writing to those effects and in the manner and under the terms and conditions hereinafter mentioned, and

WHEREAS the EOI Inviting Authority (KMSCL) has accepted the offer, and

The Empanelled Laboratory has deposited with the KMSCL a sum of Rs.50,000/-(Rupees Fifty Thousand) as Security Deposit for the due and faithful performance of this Agreement and liable to be forfeited as

liquidated damages in the event of the Laboratory failing duly and faithfully to perform its obligations set forth hereinafter.

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the EOI document referred to.

Now therefore these presents witness that for carrying out the said Agreement in this behalf into execution, The Empanelled Laboratory and the KMSCL do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

1. The term "Agreement", wherever used in this connection, shall mean the terms and conditions stipulated hereinafter for the analysis of Drugs, surgical and other items for the year 2019 -21.

2. (a) The agreement is for undertaking analysis of Drugs, Surgical items & Sutures items by the Empanelled Laboratory to the KMSCL of the samples specified in the (will specify later) attached hereto at the rates noted against each therein on the terms and conditions set forth in this Agreement and strictly within the time frame stipulated for the respective items in clause 3.1 of the EOI document.

(b) This agreement shall be deemed to have come into force with effect from ----- (Date of execution of agreement) and it shall remain in force for a period of two years with effect from that date and may however be extended for a further period, on mutually agreed terms signed by both parties.

(c) The time frame specified in clause 3.1 of the EOI document for the respective item shall be strictly adhered to by the Laboratory. Tests and Analysis of drugs and other items will be performed in accordance with the statutory standards such as IP, BP, USP, BIS etc and in the case of items for which no official standards, by applying such recognized or prescribed or authentic parameters of standard quality and the test reports shall reach the KMSCL within the maximum time limit specified in the EOI document reckoned from the date on which the item to be tested is delivered to the Empanelled Laboratory, failing which the measures of penalty and others specified will be applicable.

(d) The test reports are to be submitted to the KMSCL by email within the time period specified in clause 3.1 of the EOI document at the email address

of the KMSCL (kmsclqcresults@gmail.com) to be followed by three sets of hardcopies duly authenticated.

(e) In the event of any failure/default/deviations from the EOI agreement on the part of the Empanelled Laboratory with or without any quantifiable loss to the KMSCL, the amount of the performance security is liable to be forfeited. If the Empanelled Laboratory withdraws from the contract during the period of contract, the security deposit shall be liable to be forfeited, the contract terminated and the Empanelled Laboratory shall be liable to be blacklisted for a period of three years from the date of such order making them ineligible to participate in any of the offers/Tender of the Corporation.

3. In respect of the analysis of items in the Schedule, the Laboratory shall allow inspection of the laboratory at any time during the continuance of the contract period by a team of Experts/Officials whom the KMSCL may depute for the purpose. The laboratory shall extend all facilities to the team to enable them to inspect sample storage, reagents, instruments, all relevant records, analysis etc, in the Empanelled Laboratory and also to take photographs of such facilities, which shall not be used by the Corporation other than pursuance of actions under the terms and conditions of this contract and also of the EOI document.

4. All expenses, damages and other moneys payable to the KMSCL by the Empanelled Laboratory under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the KMSCL to the Laboratory under this or any other Agreement. In case such amount are insufficient to fully cover such expenses, damages or other moneys payable. It shall be lawful for the KMSCL to recover the balance amount from the security deposit of the laboratory and all other money held by KMSCL and in case such security deposit is insufficient then it shall be also be lawful for the KMSCL to recover the residue of the expenses, damages and moneys, if necessary by means of legal proceeding against the Empanelled Laboratory.

5. The amount of security deposit remitted by the Laboratory to the KMSCL by way of Demand Draft by favoring the Managing Director, KMSCL, Thiruvananthapuram will be returned on successful fulfillment of the terms and conditions of this agreement without any interest.

6. (a) No advance payment towards any analysis will be made to the Empanelled Laboratory.

(b) All bills/invoices should be raised in triplicate in the name of the managing director Kerala Medical Services Corporation Limited. All payments will be made only by way of electronic fund transfer in favour of the Empanelled Laboratory for which bank details shall be furnished to the Corporation at the time of entering into agreement.

(c) The Empanelled Laboratory shall furnish the test reports within:

I. 15 days of receipt of the samples in case of Tablets, Capsules, Pessaries, Ointments, Powders and Liquid Oral Preparations, and all Non- Sterile preparations

II. 30 days of receipt of the samples in the case of all sterile preparations.

7. The Empanelled Laboratory shall not at anytime assign, sub-let or make over the present Contract or the benefits thereof or any part thereof, to any person or persons whomsoever.

8. 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 Empanelled Laboratory as a part of the EOI offer,
- (b) The Schedule of Requirements;
- (c) The Specifications and other quality parameters;
- (d) The clarifications and amendments issued / received as part of the EOI Document
- (e) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority

9. The terms and conditions specified in the EOI document published by the EOI Inviting Authority in acceptance of which the Empanelled Laboratory had presented the EOI offer will apply in matters not specifically in this agreement.

10. The Empanelled Laboratory and the Corporation mutually agree that any and all disputes arising out of this Agreement 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 and the provisions of clause 4.12 of the EOI document are agreed to in full.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the EOI Inviting Authority- KMSCL)

in the presence of,

1. (Signature, name and Address)

2. (Signature, name and Address)

Signed, Sealed and Delivered by the

said (For the Empanelled Laboratory)
(Signature, Name and Address with Office Seal)

in the presence of,

1. (Signature, name and Address)

3. (Signature, name and Address)

:
 :
 :
 :
 :
 Analysis Started :
 Analysis Completed :
 Details of Raw Material/Final Product :
 a) Sample Quantity :
 b) Drug Code/Product Code :
 c) Strength :
 d) :
 :
 :

Results of Test/Analysis with Protocol

SL. NO	TEST	RESULTS	SPECIFICATION	TEST METHOD
1.	DESCRIPTION	WHITE CIRCULAR UNCOATED TABLETS HAVING A BISECTING LINE ON ONE SIDE		
2.	IDENTIFICATION	COMPLIES	Complies with I.P	IP 2014
3.	RELATED SUBSTANCES	COMPLIES	NMT 0.25%	IP 2014
4.	DISSOLUTION	94.65%	D-NLT 80%	IP 2014
5.	UNIFORMITY OF WEIGHT	COMPLIES	NMT TWO OF THE INDIVIDUAL WEIGHT DEVIATES 5%FROM AVERAGE WEIGHT	IP 2014
6.	ASSAY AS PARACETAMOL	483.84MG/TAB (96.77%)	475 MG/TAB TO 525 MG/TAB (95% TO 105%)	IP 2014

LABEL CLAIM: 500MG/TAB
COMPLIES TO IP 2014

Laboratory Seal

FOR AND ON BEHALF OF
Person In-charge of Testing

Name and Designation

ANNEXURE-XI

Bank Details		
A	Name of the Bank	:
B	Branch Name & Address	:
C	Branch Code No.	:
D	Branch Telephone No.	:
E	Branch email ID	:
F	IFS code of the Branch	:
G	Type of Account (current/savings)	:
H	Bank Account Number (as appear in the cheque book)	:

Authorized Signatory with seal

List of items with pre-fixed laboratory testing rates

APPENDIX-I A

SI No	Category	Drug Code	Drug Name	Strength	Unit	Pre- fixed testing rate (Rs.)
1	ACD	D24056C	ACTINOMYCIN D INJ	0.5mg/3ml	Vial	825
2	ACD	D24063C	BORTEZOMIB INJ IP	2mg	Vial	668
3	ACD	D24074C	CYCLOPHOSPHAMIDE INJ IP	200mg	Vial	535
4	ACD	D24075C	CYCLOPHOSPHAMIDE INJ IP	500mg	Vial	535
5	ACD	D24164C	IMATINIB TAB IP	400mg	1 No	589
6	ACD	D24165C	IMATINIB TAB IP	100mg	1 No	589
7	ACD	D24116C	IRINOTECAN INJ IP	100mg	Vial	1073
8	ACD	D24115C	IRINOTECAN INJ IP	40mg	Vial	1073
9	ACD	D24196C	MEGESTROL ACETATE TAB IP	40 mg	1 no	935
10	ACD	D24125C	MESNA INJ	200mg	Amp	963
11	ACD	D24128C	METHOTREXATE TAB IP	2.5mg	1 No	495
12	ACD	D24137C	PACLITAXEL INJ IP WITH CODON SET	100mg	Vial	1100
13	ACD	D24138C	PACLITAXEL INJ IP WITH CODON SET	260mg	Vial	1100
14	ACD	D24139C	PACLITAXEL INJ IP WITH CODON SET	300 mg	Vial	1100
15	ACD	D24154C	THALIDOMIDE CAP	100mg	1 No	770
16	CAT-I	D04017	BUPIVACAINE IN DEXTROSE INJ USP	0.005	4 ml Amp	1139
17	CAT-I	D15022	CARBOXYMETHYLCELLULOSE EYE DROPS IP	0.005	10 ml	270
18	CAT-I	D02056	CEFOPERAZONE + SULBACTAM INJ	1gm + 0.5gm	Vial	638
19	CAT-I	D05001	DEXAMETHASONE INJ IP	4 mg/ml	2 ml Vial	668
20	CAT-I	D04024	DEXMEDITOMEDINE INJ	200 mcg/2ml	2 ml amp	715
21	CAT-I	D13047	GLYCERYL TRINITRATE TAB	2.6mg	1 No	619
22	CAT-I	D12003	HEPARIN SODIUM INJ IP	5000 I U/ml	5 ml Vial	2088
23	CAT-I	D16024	HYDROXY PROGESTERONE INJ IP	250mg/ ml	2 ml Amp	560
24	CAT-I	D15035	HYDROXY PROPYL METHYL CELLULOSE EYE DROPS	0.003	10 ml	451
25	CAT-I	D23001	IOHEXOL INJ USP	350mg/ml	50ml	1837

26	CAT-I	D23007	IOHEXOL INJ USP	350mg/ml	100ml	1837
27	CAT-I	D04022	ISOFLURANE LIQUID	100ml	Bottle	440
28	CAT-I	D13063	LABETALOL INJ	20mg/ml	1ml Amp	620
29	CAT-I	D20015	LACTULOSE SOLUTION USP	667mg/ ml	100 ml	501
30	CAT-I	D04004	LIGNOCAINE HCL INJ IP (FOR IV USE)	2% w/v	30 ml Vial	684
31	CAT-I	D12019	LOW MOLECULAR WEIGHT HEPARIN INJ IP	40mg/0.4 ml	VialPFS	7590
32	CAT-I	D01052	MORPHINE SULPHATE TAB (IMMEADIATE RELEASE) IP	10 mg	1 No	715
33	CAT-I	D01010	MORPHINE SULPHATE INJ IP	15 mg/ml	1 ml Amp	715
34	CAT-I	D06014	N-ACETYL CYSTEINE INJ	1g	5 ml amp	792
35	CAT-I	D29005	NORADRENALINE BITARTRATE INJ IP/USP	4mg/2ml	2 ml amp	468
36	CAT-I	D20018	PANTOPRAZOLE INJ BP	40mg	10 ml Vial	715
37	CAT-I	D01035	PARACETAMOL INFUSION IP	1gm/100ml	100 ml bottle	668
38	CAT-I	D02082	PENICILLIN V TAB IP	250mg	1 No	391
39	CAT-I	D20036	SUCRALFATE SUSPENSION	1g/5ml	100 ml bottle	770
40	CAT-I	D03001	THEOPHYLLINE AND ETOPHYLLINE INJ	50.6 mg+ 169.4 mg	2 ml Amp.	668
41	CAT-I	D01041	SERRATIOPEPTIDASE TAB IP	10mg	1 No	369
42	CAT-I	D04012	SODIUM BICARBONATE INJ IP	7.5% w/v	10ml Amp	668
43	CAT-I	D12014	TRANEXAMIC ACID TAB IP	500 mg	1 No	187
44	CAT-I	D21038	VOGLIBOSE TAB IP	0.2mg	1 No	990
45	CAT-III	S27222	EPIDURAL SET WITH LOR SYRINGE & FILTER	18 G	1 No	1320
46	CAT-III	S27068	VACUSUCK SET (MOULDED TRANSPARENT HAVING NO JOINTS ON THE SURFACE OF THE TUBING)	2.5 M	1 No	1503
47	CAT-III	S27009	BLOOD ADMINISTRATION SET WITH MICROAGREGATE FILTER	MI	1 No	1470
48	CAT-IV	S27010	BLOOD COLLECTION SINGLE BAG	350 ML	1 NO	1320
49	CAT-IV	D26006	MALARIA ANTIGEN DETECTING CARD(PV +PF)	1TEST	1 No	1670
50	CAT-V	S27194	ECG GEL	250 GM	BOTTLE	1265

51	CAT-V	S27075	RUBBER SHEET MACKINTHOSH	1 mtr	1 No	1503
52	CAT-VI	D25008	ORTHO- PHTHALALDEHYDE LOTION	0.0055	5 Ltr Can	501
53	CAT-VI	D25013	WASHING SODA	1 Kg	Packet	501
54	SPL	D01050	BUPRENORPHINE INJ IP	0.3mg/ml	1 ml	570
55	SPL	D02103	COLISTIMETHATE INJ IP	3 miu	Vial	1290
56	SPL	D06018	D-PENICILLAMINE TAB IP	250 mg	1 No	785
57	SPL	D13075	DIGOXIN PAEDIATRIC SOLUTION IP	50mcg/ml	60 ml bottle	270
58	SPL	D16013	HYDROXY PROGESTERONE CAPROATE INJ IP	250mg/ ml	1 ml Amp	450
59	SPL	D02106	LEVOFLOXACIN INFUSION IP	500 mg	100 mL BOTTLE	1120
60	SPL	D12035	MEPHENTERMINE INJ IP	30 MG/ml	10 mL vial	320
61	SPL	D13025	SODIUM NITROPRUSIDE INJ IP	50 MG	Vial	800
62	SPL	D17058	TRICLOFOS ORAL SOLUTION IP	100mg/ml	30 ml bottle	200
63	CAT-I	D01049	BACLOFEN TAB IP	10 MG	1 no	770
64	CAT-I	D22059	CALCIUM AND VITAMIN D3 TAB IP	Eq to elemental Calcium 500mg & Vitamin D3 250IU	1 No	715
65	CAT-I	D04029	LIGNOCAINE HCL INJ IP (FOR IV USE)	2% w/v	30 ml Vial	684
66	CAT-I	D04010	PROPOFOL INJ IP	1% w/v	20ml Amp	1670
67	CAT-I	D03059	SALBUTAMOL NEBULISER SOLUTION BP	5MG/ML	15ML	526
68	CAT-V	S27103	NON-WOVEN ADHESIVE TAPE USP	2.5cm X 9.1 mtr	Roll	993
69	NIL	D24239C	THIOTEPA INJ IP/BP/USP	15mg	Vial	1750
70	NIL	D06022	DESFERROXAMINE INJ IP/BP	500mg	Vial	2250
71	CAT-I	D13008	ATENOLOL TAB IP	50 mg	1 No	985
72	CAT-I	D14026/12	BENZYL BENZOATE APPLICATION IP	25% w/v,	100 ml bottle	300
73	CAT-I	D18003	DEXTROSE INJ IP	0.05	500ml Bot	1366
74	CAT-I	D18004	DEXTROSE INJ IP	0.1	500ml Bot	1366
75	CAT-I	D18006	DEXTROSE INJ IP	0.25	100ml bottle	1366
76	CAT-I	D20008	DICYCLOMINE HCL TAB IP	10 mg	1 No	535
77	CAT-I	D13015	DIGOXIN INJ IP	0.5mg/2 ml	2 ml	1518

78	CAT-I	D13014	DIGOXIN TAB IP	0.25 mg	1 No	1139
79	CAT-I	D22006	FERROUS SULPHATE TAB IP	200 mg	1 No	380
80	CAT-I	D17013	FLUPHENAZINE DECANOATE INJ IP	25MG	1ML Amp	1594
81	CAT-I	D17012	HALOPERIDOL INJ IP	5mg/ml	1ml Amp	1594
82	CAT-I	D04018	LIGNOCAINE 2% WITH ADRENALINE INJ	1:200000	30 ml	978
83	CAT-I	D04003	LIGNOCAINE HCL GEL IP	0.02	30 gm Tube.	638
84	CAT-I	D17025	LITHIUM CARBONATE TAB IP	300 mg	1 No	863
85	CAT-I	D18010	MANNITOL INJ IP	20%w/v	100 ml Bot	1366
86	CAT-I	D13039	METHYL DOPA TAB IP	250mg	1 No	660
87	CAT-I	D16004	METHYLERGOMETRIN MALEATE INJ IP	200mcg/ml	1ml Amp	1130
88	CAT-I	D06003	NALOXONE INJ IP	400 mcg/ml	1 ml Amp	1670
89	CAT-I	D07001	PHENOBARBITONE TAB IP	30 mg	1 No	524
90	CAT-I	D07002	PHENOBARBITONE TAB IP	60 mg	1 No	524
91	CAT-I	D17041	PROCHLORPERAZINE INJ IP	12.5mg/ml	1 ml amp	890
92	CAT-I	D03017	SALBUTAMOL INHALATION IP	100 mcg/puff	200 MD	600
93	CAT-I	D14025	SALICYLIC ACID OINTMENT	10 % w/w,	20gm tube	550
94	CAT-I	D18001	SODIUM CHLORIDE INJ IP	0.9%w/v	500ml Bot	1366

List of items for which testing rates are to be offered by the Laboratories

APPENDIX I B

SI No	Category	Drug Code	Drug Name	Strength	Unit	Offered Rate(Rs)
1	CAT-III	S27247	DISPOSABLE CVP CATHETER DOUBLE LUMEN (SELDINGER TECHNIQUE)	5F	1No	
2	CAT-III	S27248	DISPOSABLE CVP CATHETER DOUBLE LUMEN (SELDINGER TECHNIQUE)	7F	1No	
3	CAT-III	S27256	DISPOSABLE CVP CATHETER TRIPPLE LUMEN (SELDINGER TECHNIQUE)	7F	1No	
4	CAT-III	S27255	DISPOSABLE CVP CATHETER TRIPPLE LUMEN (SELDINGER TECHNIQUE)	5F	1No	
5	CAT-IV	D26002	ANTI A MONOCLONAL IgM TITRE VALUE 512 (MINIMUM) SOLUTION	10ml	Bottle	
6	CAT-IV	D26003	ANTI AB MONOCLONAL IgM TITRE VALUE 512 (MINIMUM)SOLUTION	10 ML	Bottle	
7	CAT-IV	D26004	ANTI B MONOCLONAL IgM TITRE VALUE 512 (MINIMUM) SOLUTION	10ml	Bottle	
8	CAT-IV	D26005	ANTI D MONOCLONAL IgM TITRE VALUE 512 SOLUTION	10ML	Bottle	
9	CAT-IV	D26030	ANTI HUMAN GLOBULIN SERUM (COOMBS SERUM) POLY SPECIFIC (IgG + C3d)	5ml	Vial	
10	CAT-IV	D26011	ANTI HUMAN SERUM (LISS COOMBS FOR GEL TECHNOLOGY-GEL CARD&SOLUTION)	NULL	Bottle	

11	CAT-IV	S27253	BLOOD COLLECTION TRIPLE BAG with SAGM(ISO 3826)	Sterile collapsible non-vented bags made up of DEHP plasticized PVC. Primary bag - 350ml, with CPDA 1 (49ml) First Satellite bag - 300ml Second Satellite bag - 300ml for platelet storage for 5 days Slits on both sides of the bags. Flexible non	1 No	
12	CAT-IV	D26014	DENGUE IgM CAPTURE ELISA (1,2,3,4) KIT	1TEST	1 No	
13	CAT-IV	D26026	DENGUE LATEX AGGLUTINATION TEST KIT(RAPID METHOD)	1TEST	1 No	
14	CAT-IV	D26024	FOURTH GENERATION ELISA KIT FOR DETECTION OF P24 ANTIGEN AND ANTIBODY TO HIV 1&2	1TEST	1No	
15	CAT-IV	D26022	HEPATITIS B SURFACE ANTIGEN SCREENING KIT-EISA TEST KIT	1 Test	1 No	
16	CAT-IV	D26023	HEPATITIS B SURFACE ANTIGEN SCREENING KIT-EIA VISUAL ASSAY TEST	1 Test	1 No	
17	CAT-IV	D26017	HEPATITIS C ANTIBODY SCREENING-ELISA TEST KIT	1TEST	1No	
18	CAT-IV	D26016	HEPATITIS C ANTIBODY SCREENING KIT - EIA VISUAL ASSAY(RAPID METHOD)	1TEST	1 No	
19	CAT-IV	D26019	HIV 1 & 2 ANTIBODY SCREENING EIA VISUAL ASSAY(RAPID METHOD)	1TEST	1 No	

20	CAT-IV	D26031	RPR CARD TEST FOR SYPHILIS(CARD+SOLUTION)	1 Test	1No	
21	CAT-IV	D26018	HIV 1 & 2 ANTIBODY SCREENING -ELISA TEST KIT	1 Test	1No	
22	CAT-V	S27219	ECG ELECTRODES	NULL	1 No	
23	CAT-VIII	X01014	X-RAY FILM FIXER	Powder to	1No	
24	CAT-VIII	X01012	X- RAY DEVELOPER LIQUID	19.5/Lit.	Packet	
25	CAT-VIII	X01010	X- RAY DEVELOPER POWDER	Powder to make 22.5 litres	Pkts	
26	CAT-VIII	X01011	X- RAY FIXER LIQUID	19.5/Lit.	Packet	
27	CAT-VIII	X01009	X- RAY FIXER POWDER	Powder to make 22.5 litres	Pkts	
28	CAT-VIII	X01013	X-RAY FILM DEVELOPER	Powder To Make 13.5 Litres	Packet	
29	CAT-VIII	X01001	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	8" X 10"	Pkts of 50 nos	
30	CAT-VIII	X01002	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	10" X 12"	Pkts of 50 nos	
31	CAT-VIII	X01003	X-RAY FILM-BLUE SENSITIVE POLYSTER BASE, DOUBLE EMULSION COATED	12" X 15"	Pkts of 50 nos	
32	CAT-VIII	X01006	X-RAY FILM-INTRA ORAL OCCLUSAL	SIZE-4(57X76 mm)EKT A SPEED	Pks of 25 Films	
33	CAT-VIII	X01004	X-RAY FILM-INTRA ORAL PERIAPICAL	SIZE-2(31X41 mm)EKT A SPEED IN POLY SOET	Pks of 150 Films	
34	CAT-VIII	X01005	X-RAY FILM-INTRA ORAL PERIAPICAL	SIZE-0(22X35 mm)EKT A SPEED IN POLY SOET	Pks of 100 Films	
35	SPL	D12030	ALTEPLASE INJ	50 mg	Vial	
36	SPL	D13067	AMBRISANTAN TAB IP	5 mg	1 no	
37	SPL	D08018	AMPHOTERICIN B LIPOSOMAL INJ	50mg	Vial	
38	SPL	D12031	BIVALIRUDIN INJ	250 mg	VIAL	

39	SPL	D29009	BOTULINUM TOXIN A INJ (FREEZE-DRIED POWDER FOR INJECTION)	50 Units	Vial	
40	SPL	D29008	BOTULINUM TOXIN A INJ (FREEZE-DRIED POWDER FOR INJECTION)	100 Units	Vial	
41	SPL	D13074	DABIGATRAN CAP	110 mg	1 No	
42	SPL	D12033	DICUMAROL TAB	25mg	1 No	
43	SPL	D04032	ETOMIDATE INJ USP	2 mg/ml	10 ml	
44	SPL	D12032	HAEMOCOAGULASE INJ (ISOLATED FROM VENOM OF BOTHROPS ATOROX OR BOTHROPS JARARACA IN 0.9% W/V OF SODIUM CHLORIDE)	1 IU	1 ml amp	
45	SPL	D16029	HCG (HUMAN CHORIONIC GONADOTROPIN) INJ IP	5000 IU	Vial	
46	SPL	D16030	HMG (HUMAN MENOPAUSAL GONADOTROPIN) INJ	75 IU	Vial	
47	SPL	D12018	HUMAN ALBUMIN INJ IP	20%	100 ml	
48	SPL	D04025	HYALURONIDASE INJ IP	1500 IU	1 ml Vial	
49	SPL	D13079	IBUTILIDE INJ	1mg/10ml	10 ml Vial	
50	SPL	D21020/1	IV GAMMAGLOBULIN INJ	5gm	Vial	
51	SPL	D07030	LACOSAMIDE INJ	200 mg	vial	
52	SPL	D04034	LEVOBUPIVACAINE INJ	5 mg/ml	20ml vial	
53	SPL	D13082	LEVOSIMENDAN INJ	2.5 MG/ML	5 ml Vial	
54	SPL	D02107	MOXIFLOXACIN INTRACAMERAL INJ BP	0.5 %w/v	0.5ml PFS	
55	SPL	D15048	PERFLUORO-N-OCTANE LIQUID	Sterile ophthalmic preparation	5ml vial	
56	SPL	D16036	PROSTAGLANDIN E1 INJ	500 mcg	1 ml	
57	SPL	D04028	SEVOFLURANE LIQUID	250 ml	Bottle	
58	SPL	D15054	SILICON OIL INJ	1000CST	10ml	
59	SPL	D21055	SILODOSIN CAP	8 mg	1 No	
60	SPL	D03032	SURFACTANT (STERILE INTRATRACHEAL SUSPENSION) INJ	4 ml	Vial	
61	SPL	D02110	TEICOPLANINE INJ IP	400 mg	Vial	
62	SPL	D12037	TENECTEPLASE INJ	40 mg	Vial	
63	SPL	D13090	TERLIPRESSIN INJ	1mg/10ml	Vial	
64	SPL	D12038	TIROFIBAN INJ	5mg/100	100 ml	
65	SPL	D13092	TOLVAPTAN TAB	15 mg	1 No	
66	SPL	D15075	TRYPAN BLUE FOR INTRACAMERAL INJ	0.06%w/v	1 ml, Glass Vial	
67	ACD	D24100C	FILGRASTIM INJ	300IU	Vial/PFS	
68	ACD	D24140C	PEGFILGRASTIM INJ	6mg	Vial/PFS	
69	ACD	D24145C	RITUXIMAB INJ	100mg	Vial	
70	ACD	D24146C	RITUXIMAB INJ	500mg	Vial	
71	ACD	D24059C	BENDAMUSTINE INJ	100mg	Vial	

72	ACD	D24170C	ABIRATERONE TAB	250 mg	1 no	
73	ACD	D24171C	AFATINIB TAB	20 mg	1 no	
74	ACD	D24172C	AFATINIB TAB	30 mg	1 no	
75	ACD	D24173C	AFATINIB TAB	40 mg	1 no	
76	ACD	D24174C	AFATINIB TAB	50 mg	1 no	
77	ACD	D24057C	AMIFOSTINE INJ USP	500 mg	Vial	
78	ACD	D24175C	ANTI THYMOCYTE GLOBULIN INJ (EQUINE)	250 mg/5ml	Vial	
79	ACD	D24176C	ARSENIC TRIOXIDE INJ	10 mg	Vial	
80	ACD	D24177C	AXITINIB TAB	5 mg	1 no	
81	ACD	D24178C	AZACITIDINE INJ	100 mg	Vial	
82	ACD	D24168C	BETA-INTERFERON INJ	30 mcg	PFS	
83	ACD	D24181C	CABAZITAXEL INJ	60 mg	Vial	
84	ACD	D24069C	CETUXIMAB INJ	100 mg	Vial	
85	ACD	D24073C	CLADRIBINE INJ USP	10 mg	Vial	
86	ACD	D24183C	CRIZOTINIB CAP	250 mg	1 no	
87	ACD	D24080C	DASATINIB TAB	50 mg	1 no	
88	ACD	D24186C	DEGARELIX INJ	80 mg	Vial	
89	ACD	D24188C	DENOSUMAB INJ	120 mg	Vial	
90	ACD	D24190C	ERIBULIN INJ	2 ml	Vial	
91	ACD	D24191C	FLUDARABINE TAB	10 mg	1 no	
92	ACD	D24192C	FOSFESTROL TAB	50mg	1 no	
93	ACD	D24102C	FULVESTRANT INJ	250 mg	Vial	
94	ACD	D24106C	GOSERELIN INJ	3.6 mg	Vial	
95	ACD	D24107C	GOSERELIN INJ	10.8 mg	Vial	
96	ACD	D24193C	IDARUBICIN INJ	5 mg	Vial	
97	ACD	D24194C	INTERFERON ALFA INJ	3 MIU	PFS	
98	ACD	D24118C	LAPATINIB TAB	250 mg	1 no	
99	ACD	D24122C	LEUPROLIDE ACETATE INJ	11.25 mg	Vial	
100	ACD	D24202C	NIMOTUZUMAB INJ	200 mg	Vial	
101	ACD	D24206C	PANITUMUMAB INJ	100 mg	Vial	
102	ACD	D24208C	PERTUZUMAB INJ	420 mg	Vial	
103	ACD	D24209C	POMALIDOMIDE CAP	2 mg	1 no	
104	ACD	D24210C	POMALIDOMIDE CAP	4 mg	1 no	
105	ACD	D24144C	PROTEIN BOUND PACLITAXEL INJ	100 mg	Vial	
106	ACD	D24212C	REGORAFENIB TAB	40 MG	1 no	
107	ACD	D24213C	RUXOLITINIB TAB	5 mg	1 no	
108	ACD	D24214C	RUXOLITINIB TAB	15 mg	1 no	
109	ACD	D24215C	RUXOLITINIB TAB	20 mg	1 no	
110	ACD	D24217C	TEGAFUR + URACIL CAP	100mg + 224mg	1 no	
111	ACD	D24218C	TEMSIROLIMUS INJ		Vial	
112	ACD	D24155C	TOPOTECAN INJ	2.5 mg	Vial	
113	ACD	D24219C	TRABECTEDIN INJ	1 mg	Vial	
114	ACD	D24220C	TRASTUZUMAB EMTANSINE INJ	100 mg	Vial	
115	ACD	D24221C	TRASTUZUMAB EMTANSINE INJ	160 mg	Vial	
116	ACD	D24060C	BEVACIZUMAB INJ	100mg	Vial	
117	CAT-II	D16022	PROSTAGLANDIN E2 GEL	0.5mg	3.0 gm tube	

118	CAT-VII	S27580	POLYPROPYLENE MESH 0.02 THICKNESS WITH 1.9KG BURST STRENGTH PER SQUARE CM HERNIA REPAIR	(7.5 ± 0.5) x 15 cm	1 No	
119	RCC	D24224C	13-CIS-RETINOIC ACID CAP	10MG	1No	
120	RCC	D24225C	13-CIS-RETINOIC ACID CAP	20MG	1No	
121	RCC	D24226C	13-CIS-RETINOIC ACID CAP	40MG	1No	
122	RCC	D24223C	CALCIUM LEUCOVORIN TAB	15MG	1No	
123	NIL	D24229C	POMALIDOMIDE CAP	1mg	1 No	
124	NIL	D24230C	CARFILZOMIB INJ.	10mg	Vial	
125	NIL	D24231C	CARFILZOMIB INJ.	30mg	Vial	
126	NIL	D24232C	CARFILZOMIB INJ.	60mg	Vial	
127	NIL	D24234C	DARATUMUMAB INJ.	20mg/ml	Vial	
128	NIL	D24235C	ANTI-THYMOCYTE GLOBULIN INJ(RABBIT)	25 mg	Vial	
129	NIL	D24236C	ELTROMBOPAG TAB	25 mg	1 No	
130	NIL	D32003	CYCLOSPORINE INJ. U.S.P	25mg	Amp	
131	NIL	D32004	CYCLOSPORINE ORAL SOLUTION U.S.P	100 mg/ml	50ml	
132	NIL	D28001	DANAZOL CAP U.S.P	100 mg	1 No	
133	NIL	D28002	DANAZOL CAP U.S.P	200mg	1 No	
134	NIL	D24238C	TREOSULFAN INJ	1gm	Vial	
135	NIL	D24237C	TREOSULFAN INJ.	5gm	Vial	
136	NIL	D32005	TACROLIMUS TAB	0.25mg	1 No	
137	NIL	D28003	STANZOLOL TAB U.S.P	2 mg	1 No	
138	NIL	D22060	IRON CARBOXY MALTOSE INJ	500mg	Vial	
139	NIL	D06019	DEFERASIROX TAB	500mg	1 No	
140	NIL	D06020	DEFERASIROX TAB	100mg	1 No	
141	NIL	D06021	DEFERASIROX TAB	400mg	1 No	
142	NIL	D24240C	CLOFARABINE INJ	20 mg	Vial	
143	NIL	D24241C	MITOXANTRONE INJ BP/USP	10 mg	Vial	
144	NIL	D24242C	NILOTINIB CAP	150 mg	1 No	
145	NIL	D24243C	DASATINIB TAB	70 mg	1 No	
146	NIL	D24244C	IBRUTINIB CAP	140 mg	1 No	
147	NIL	D32006	CYCLOSPORINE TAB	25mg	1 No	
148	NIL	D32007	CYCLOSPORINE TAB	50 mg	1 No	
149	NIL	D32008	CYCLOSPORINE TAB	100 mg	1 No	