



## KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)

Thycaud P.O, Thiruvananthapuram, Kerala 695 014

### e-TENDER DOCUMENT

### FOR THE PROCUREMENT OF

## Insecticides

For National Vector Borne Disease Control Programme

(for the year 2017-18)

**No: KMSCL/DRGED/ INS- NVBDPC/RC/2017/015 DATED 24.06.2017**

<i>Date and time of commencement of the Tender</i>	:	24.06.2017	02.30 PM
<i>Last date and time for the online uploading of Tender</i>	:	18.07.2017	5.00 PM
<i>Date and time of online opening of Technical Bid</i>	:	22.07.2017	11.00 AM

*For details;*

**[www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in)**

Email: [edrugs@kmscl.kerala.gov.in](mailto:edrugs@kmscl.kerala.gov.in)



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## SECTION-I

### **1. 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 1<sup>st</sup> 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 and equipments for the health care 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 centres, x-ray/scanning facilities, ambulance services etc.
- 1.2.** A two bid system consisting of Technical Bid and Price Bid is adopted in the invitation of bids. Only those bidders who meet the pre-qualification criteria set out in this Tender Document will be eligible for opening of price bids.
- 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](http://www.etenders.kerala.gov.in)) is designed by National Informatics Centre (NIC) and supported by the IT Mission. A complete set of Tender Documents can be downloaded from the e-Procurement portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The tender is also available in the official web-site of the KMSCL.
- 1.4.** In order to participate in the tender using the e-Procurement system, the bidders are required to get enrolled in the e-Procurement portal of Govt. of Kerala- "[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)".
- 1.5.** Bidders who wish to participate in the e-tendering shall have valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. The bidders can get Digital Signature Certificate from any of the Government approved certifying agency i.e. consultancy services. The bidders may obtain information required to issuance of Digital procurement system from the e-tender portal itself. Help desk telephone No. **1800 233 7315 (toll free) or 0471-2577088/188/388** can also be availed.

- 1.6. The bids submitted online should be signed electronically with digital signature to establish the identity of the bidders bidding online. The bidders shall issue DSC to only the responsible person who is authorized to submit online bids.
- 1.7. All bids must be accompanied with Earnest Money Deposit as specified in the Tender Document, if not exempted. State Micro, Small and Medium Enterprises registered with Government of Kerala and State PSUs are exempted from remittance of Earnest Money Deposit for products manufactured within Kerala. Domestic MSMEs shall furnish valid registration certificate from the competent authority.
- 1.8. Also at any time prior to the last date and time of submission of the tender, the Tender Inviting Authority may as per directions of the Government or otherwise, modify the condition in Tender Documents by an amendment. All amendments will be notified through the Corporation's website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in).
- 1.9. The submission and opening of the tenders will be online. Failure to furnish the documents containing all the details specified on-line shall result in summary rejection of the bid.
- 1.10. The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online. EMD in excess of the amount paid online shall be paid by way of Bank Guarantee or Demand Draft drawn in favour of the Managing Director, KMSCL and payable at Thiruvananthapuram. This should reach the TIA only on the dates specified in Section II.
- 1.11. There will not be any individual communication in respect of general notices, amendments, etc. The prospective bidders are advised to check for updates in our website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in) on a day to day basis till the tender process is concluded. Individual communications will be issued in exceptional cases only at the discretion of the Tender Inviting Authority. All notices/information published in the website of the Tender Inviting Authority will be binding on the bidders.
- 1.12. The date of opening of Technical Bid will only be notified in advance. The date of opening of price bid will be notified subsequently after the pre-qualification of the bidders.
- 1.13. The Price Bids of only the short-listed technically qualified bidders(s) will be opened. The short-listing of the bidders(s) will be carried out on

the basis of the technical evaluation. The evaluation of the tender will be strictly as per the conditions in Section V of this Tender Document.

- 1.14.** Appeals against the orders of the Tender Inviting Authority may be made to the Government within 15 days from the receipt of communication.
- 1.15.** Bidders may obtain further information from the head office of the Tender Inviting Authority.

**Sd/-**

**Dr. NAVJOT KHOSA IAS  
Managing Director KMSCL &  
Tender Inviting Authority**

## SECTION II

### 2. TENDER SCHEDULE

#### 2.1. Tender Details

1.	<i>Tender No.</i>	KMSCL/DRGED/INS-NVBDCP/RC/2017/015
2.	<i>Cost of Tender Document</i>	<b>Rs.4,200/-</b> (Inclusive of tax)
3.	<i>Earnest Money Deposit</i>	Shall be as specified in Clause 5.1. The EMD of <b>Rs.30,000/-</b> shall be submitted online along with cost of tender document.
4.	<i>Validity of EMD</i>	180 days from the date of opening of Technical Bid.
5.	<i>Security Deposit</i>	5% of the total value (including taxes) of the LOI.
6.	<i>Validity of Security Deposit /Performance Security</i>	15 months from the date of execution of agreement or 3 months after successful completion of supply whichever is later.

#### 2.2. Schedule of Dates

Sl. No.	Particulars	Date and time
1.	<i>Date and time of commencement of downloading (by bidders) of Tender Document</i>	<b>24.06.2017, 02.30 PM</b>
2.	<i>Last date and time of uploading (by bidders) of tender</i>	<b>18.07.2017, 05.00 PM</b>
4.	<i>Date and time of opening of the Technical Bid</i>	<b>22.07.2017, 11.00 AM</b>
5.	<i>Date of opening of the price bid</i>	To be informed to the bidders qualifying in the Technical Evaluation



## SECTION III

### **3. DETAILS OF ITEMS TENDERED**

#### **3.1. List of items tendered**

Sl. No	Item Code	Item Name	Description	Unit	Packing Specification	Tender Quantity (units)
1	2	3	4	5	6	7
2.	D30007	Malathion	Technical Grade with IS:1832:1978	Kg	250Kg per barrel	3,500Kg
3.	D30006	Pyrethrum Extract IS: 1051:1980 reaffirmed on 2004 May	2% with ISI/IS Specification	Ltr	25 Litre Can (25L/box)	700 Lit
4.	D30003	Temephos IS: 8498:1977 reaffirmed on 2004 May	50% EC	Ltr	5 Litre Can (5L x 2/box)	1000 Lit

#### **3.2. Schedule of Requirements**

- 3.2.1. 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.
- 3.2.2. *Notification of Dispatch:* The supplier shall adhere to the schedule given in Clause 4.1.1 and 4.1.2.
- 3.2.3. *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. He should be conversant in Malayalam/English. No liaison agent should be appointed as contact person.

## SECTION IV

### 4. SPECIFIC CONDITIONS OF CONTRACT

#### 4.1. Time Limits prescribed

Sl. No	Activity	:	Time Limit						
1	<i>Schedule of dispatch details</i>								
	<i>0<sup>th</sup> day</i>	:	Letter of Intent (LOI)/Purchase Order or both						
	<i>Within 15 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 as specified in Clause 5.13.5 & 5.13.7 as applicable.						
	<i>Within 10 days of PO</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.						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D9EAD3;">No of days from Purchase Order</th> <th style="background-color: #D9EAD3;">% of the ordered quantity to be supplied in each warehouse.</th> <th style="background-color: #D9EAD3;">Penalty for default supply</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Within 60 days</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">As specified in Clause 4.1.5</td> </tr> </tbody> </table>	No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply	Within 60 days	100%	As specified in Clause 4.1.5
			No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply				
Within 60 days	100%	As specified in Clause 4.1.5							
3	<i>Payments against supplies</i>	:	95% Payments against invoices will be made on receipt and acceptance of 50% of the ordered quantity along with the reports of Standard Quality on samples of each batch of item tested at External Government Approved Laboratory. The balance 5% payment will be made on furnishing a performance guarantee for 5% contract value.						
4	<i>Cancellation schedule of purchase orders/unexecuted</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:						

Sl. No	Activity	:	Time Limit	
			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 upto a maximum of 10%.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 5.19.7. 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	<i>Release of EMD</i>	1	Unsuccessful bidders	EMD submitted online will be discharged/ refunded automatically to the bidders account after finalizing the tender.
		2	Successful bidders	EMD submitted online will be released on signing the contract after furnishing of required Security Deposit. EMD submitted online may also be adjusted towards Security Deposit on request of the bidder.
7	<i>Release of security deposit / performance security</i>		15 months from the date of execution of agreement or 3 months after successful completion of supply whichever is later.	

## **4.2. Eligibility criteria for participating in the tender**

- 4.2.1. The bidder should have valid license/loan license to manufacture the items quoted/direct importer holding valid import license as per the specification in the tender from the competent authority. Distributors/agents/contract manufacturers are not eligible to participate in the tender.
- 4.2.2. The bidder should have a valid Central Insecticide Board Registration Certificate.
- 4.2.3. Average Annual turnover in the last three years (2013-14, 2014-15 and 2015-16) shall not be less than 1 Crore.

In case of Micro, Small and Medium Enterprises (here in after referred as MSME) located in Kerala State, the average annual turnover for the last three year 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).

- 4.2.4. Tender should not be submitted for the product / products which has/have been blacklisted by KMSCL. Tender should not be submitted for the product / products which has/have been blacklisted/debarred by any other State / Central Government's organization for reason of quality non compliances. Concern / Company which has been blacklisted by Tender Inviting Authority or blacklisted/debarred by any State Government or Central Government Organization for the above reason or for reason of furnishing forged/ fabricated/ false document should not participate in the tender during the period of blacklisting.
- 4.2.5. Bidders should submit all the necessary documents as prescribed without any ambiguity, errors etc and shall submit the requisite cost of the Tender Document and also the EMD precisely in such manner as is specified in this document. Bids devoid of proper documents are liable to be rejected.

### 4.3. Preference to PSUs/ MSMEs within Kerala

- 4.3.1. Price preference not exceeding 5% for Domestic MSME and 15% for State Public Sector Undertakings shall be available only for products manufactured by them within the State of Kerala.
- 4.3.2. For MSMEs functioning within the State of Kerala quoting price within the price band of L1 + 5% for a product manufactured within the State shall be allowed to supply upto 20% of the tendered quantity of the item, if the L1 price is of someone other than a Domestic MSME.
- 4.3.3. For the purpose of granting price preference to those firms as noted in Clause 4.3.1 above, those rates (Landed price exclusive of sales tax) less than or equal to 5% above the L<sub>1</sub> rate alone will be considered. Price Bids of MSME units located in Kerala quoting more than 5% above L<sub>1</sub> rate will not be considered for price preferences under any circumstances.

5% price preference will be calculated as follows:-

5% of Landed price (exclusive of sales tax) of Non-SSI unit = X.

X + Landed price (exclusive of sales tax) of Non SSI unit, should be less than or equal to the Landed price (exclusive of sales tax) of SSI unit.

**Eg: -** *If the Landed price (exclusive of sales tax) of Non SSI unit is Rs.100/-, the Landed price (exclusive of sales tax) of SSI unit should be less than or equal to Rs. 105.00.*

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

## **SECTION V**

### **5. General Conditions of Contract**

#### **5.1. Tender Document and Earnest Money Deposit**

- 5.1.1. The specifications and terms and conditions governing the supply of items are contained in this "Tender Document".
- 5.1.2. The Tender Document fee and the EMD required for this tender are as specified in Section II and the payment shall be as specified in Clause 5.2 below. The EMD payable is as specified in Section III.
- 5.1.3. 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.
- 5.1.4. 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.
- 5.1.5. None of the bidders other than those specified in Clause 5.1.4 above, are exempted from the remittance of EMD, in any case.
- 5.1.6. EMD of unsuccessful bidders will be discharged/ refunded automatically to the bidders account after finalizing the tender.
- 5.1.7. EMD of the successful bidders will be returned on signing the contract & furnishing of required Security Deposit. EMD submitted online/DD may also be adjusted towards Security Deposit on request of the bidder.
- 5.1.8. No interest will be paid for the EMD furnished.
- 5.1.9. The EMD will be forfeited, if a bidder/successful bidder;
  - 5.1.9.1. Misrepresents facts or submit false/fake documents during the tender process.
  - 5.1.9.2. Violates any terms and conditions of the Tender Document.
  - 5.1.9.3. Withdraws its bid after the opening of Technical Bid;

5.1.9.4. Fails to produce hard copies of the documents as specified or to sign the contract after issuance of offer letter.

5.1.9.5. Fails to furnish security deposit after issuance of offer letter.

## 5.2. Mode of payment of Tender Document Cost & EMD

5.2.1. 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](http://www.etenders.kerala.gov.in)).

5.2.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) should ensure the following:

5.2.2.1. **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.

5.2.2.2. **Account number as per Remittance form only:** Bidder should ensure that account number entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that Tender Document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system **for that particular tender.**

5.2.2.3. Bidder should ensure the correctness of details furnished while remittance through NEFT/RTGS. Bidder should also ensure that the banker uses the Account Number (which is case sensitive) as displayed or appears in the Remittance form.

- 5.2.2.4. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc should be entered in the account number column along with account number for NEFT/RTGS remittance.
- 5.2.2.5. **NEFT/RTGS remittance only allowed: Account to Account transfers or cash payments are not allowed and are invalid modes of payments.**
- 5.2.2.6. **UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer is used as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
- 5.2.2.7. **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.
- 5.2.2.8. The bids will not be considered for further processing if bidders fail to comply on Clauses 5.2.2.1 to 5.2.2.7 above and tender fees and EMD will be remitted back to the account from which it was received.
- 5.2.3. The bidders are to take utmost care in online remittance of the required amount. Remittance of any less/additional amount on online transaction will lead to the rejection of the bid offer summarily.
- 5.2.4. All the prospective bidders on their own interest are requested to avoid last minute rush in making payment and online Bid submission. Non receipt of payment before online opening of the Technical Bid will lead to automatic rejection of the bid.
- 5.3. Guidelines for preparation of Tender**
- 5.3.1. The person signing the documents shall have due Power of Attorney 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 notarized.

- 5.3.2. The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. Notarization wherever specified will be in addition to the attestation of the bidder as above.
- 5.3.3. The bidder shall furnish a declaration as in **Annexure - VI** of having read and accepted the contents of the Tender Document in full.
- 5.3.4. 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. 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 concluded.

#### **5.4. Tendering System**

- 5.4.1. The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.
- 5.4.2. 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 5.5.
- 5.4.3. 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.
- 5.4.4. The Tender has been called for in the generic names of the items. The bidders should quote the rates for the items in generic

names. The products offered shall comply with the tender specifications given in Section III. Any variation found will result in the rejection of the tender.

- 5.4.5. Rates (inclusive of packing & forwarding, Sales Tax, Excise Duty, Customs duty, transportation, handling, loading & unloading, insurance, and any incidental charges) should be quoted for each of the required material separately on door delivery basis according to the unit direction in the price bid format. Bids with cross conditions like "AT CURRENT MARKET RATES", "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., shall not be accepted. Handling (including loading and unloading), clearing, transport charges etc., will not be paid additionally.
- 5.4.6. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 5.4.7. The rate quoted must remain valid for minimum 180 days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. The bidder cannot withdraw the bid within the minimum price firmness period of 180 days.
- 5.4.8. 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.
- 5.4.9. 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.
- 5.4.10. The bidder shall allow inspection of the factory at any time by an expert or team of Experts/Officials of the Tender Inviting Authority. 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. Photographs of the key manufacturing areas shall be permitted to be taken.

## 5.5. Contents of the Technical Bid:

5.5.1. The following documents shall be uploaded online in ***PDF format*** along with the Technical Bid.

Sl. No.	Document to be uploaded
1.	Check list in <b>Annexure - I.</b>
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 and Tender Document Cost.
3.	List of item(s) quoted in the format prescribed in <b>Annexure - II (PDF &amp; Excel).</b>
4.	Annual turnover statement for last 3 years in the format given in <b>Annexure - III</b> certified by the Auditor.
5.	Notary attested photocopy of Manufacturing License and Certificate of renewal/current validity certificate duly approved by the Licensing authority for all product(s) quoted. Items quoted along with specifications shall be clearly highlighted in the product permit.
6.	Notary attested photocopies of valid import licenses, if the product(s) are imported.
7.	Notarized copy of valid Central Insecticide Board Registration Certificate.
8.	Notary attested statement of manufacture and sale of the quoted items in the last 3 years shall be furnished in the Performance Statement given in the <b>Annexure - IV.</b>
9.	Notarized copy of original Power of Attorney as specified in Clause 5.3.1.
10.	Notarized Sales Tax Clearance certificate together with English translation wherever required in the format prescribed in <b>Annexure - V.</b>
11.	Declaration in the format prescribed in <b>Annexure - VI.</b>
12.	Notarized details of manufacturing unit in the format prescribed in <b>Annexure - VII.</b>
13.	Notarized copy of Audited Balance Sheets and Profit and loss statement for three years from 2013-14 to 2015-16.
14.	Notarized documents, if any, to show that the manufacturing units have the license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS), in case of the products for which IS specification applicable in Section III.
15.	Notarized details of the bankers of the bidder – Name, address & IFSC code in the format prescribed in <b>Annexure - IX.</b>

## 5.6. Price Bid(BOQ)

- 5.6.1. Only the Price Bids of those firms qualified in the technical evaluation shall be opened in the second round.
- 5.6.2. 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 Bid document. The price bid submitted in any other format will be treated as non-response and not considered for tabulation and comparison.
- 5.6.3. 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.**
- 5.6.4. The bidder shall quote prices in all necessary fields in the available format. All white areas of BOQ file shall be filled by the bidder. The gray areas of BOQ shall not be modified/ edited by the bidder.
- 5.6.5. The Price Bid shall be submitted online in the format given in this document as Price Bid Form. 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.
- 5.6.6. The rate quoted shall be per unit and shall be landed price inclusive of sales tax, Excise duty or Customs duty, as may be applicable, freight, Insurance, handling charges at various heads etc.,
- 5.6.7. The rate quoted/ landed price in column shall only be considered for bid ranking.
- 5.6.8. The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported, as the case may be.
- 5.6.9. The bid once quoted with the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender.

5.6.10. The bidder who has quoted excise duty "NIL" and the item is excisable, based on change in turn over etc. on award of contract, will not be eligible for any claim of Excise Duty.

## **5.7. Method of Submission of Tender**

5.7.7. The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents mentioned in Clause 5.5 in the e-tender portal. In the event of any document 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 would be disqualified for future participation in any tender invited by Tender Inviting Authority.

5.7.8. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".

5.7.9. If a particular document/Certificate to be uploaded as specified in Clause 5.5, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that 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.

5.7.10. Tender by any other means is void.

## **5.8. Deadline for submission of Tender.**

5.8.1. 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 PM on the next working day. Consequently the date and time of opening of the Technical Bid will also be extended.

## **5.9. Modification and Withdrawal of Bids**

- 5.9.1. The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.
- 5.9.2. 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.

## **5.10. Opening of Tender**

- 5.10.1. The opening of the Technical Bid and the Price Bid will be done online as specified. The date of Technical Bid opening is only published in advance. 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 eligible bidders.
- 5.10.2. In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.

## **5.11. Evaluation of Tender**

- 5.11.1. The findings as to whether the bids are responsive or non-responsive will be published in the website of the Corporation.
- 5.11.2. Where the production facilities of the bidder or the level of compliance of the manufacturing requirements of the items offered 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 at the risk and cost of the supplier.

- 5.11.3. The status of the bidders after the opening of the price bids published through the 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.
- 5.11.4. Final rate list of L1 bidders will be published in the website of the Corporation.
- 5.11.5. All the other bidders in the bid status will be permitted to match their offered rate with the final L1 rate published.

**5.12. Inspection of Manufacturing Facilities.**

- 5.12.1. Inspections of the production and related facilities of bidders/ suppliers will be at the discretion of the Tender Inviting Authority. Such inspection may be at any stage before or after acceptance of the Bid or Award of Contract.
- 5.12.2. Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- 5.12.3. Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during inspection. Failure to produce any of the original documents will result in the rejection of the tender offer/ deeming that the supplier had made false statement at the time of the bid, as the case may be.
- 5.12.4. Key manufacturing areas will be photographed by the inspection team, as part of transparency and cross verification. Denial of permission for photographing may result in the rejection of tender offer/ deeming that the supplier had made false statement at the time of the bid, as the case may be.
- 5.12.5. Failure to observe any of the conditions of the licenses issued under the concerned authority, if reported by the inspection team, will result in the rejection of the tender offer/ deeming that the supplier had made false statement at the time of the bid, as the case may be.
- 5.12.6. Any firms during the inspection, found non complying with the requirements, will be rejected. An inspection fee of Rs.50,000/- will be deducted from the EMD/SD/Any money due to the supplier. Further, alternate arrangements will be made for the procurement of

the item from any other bidder willing to supply the product with in the minimum delivery period, irrespective of the Bid status, or from the open market and the additional expenditure incurred will also be recovered from any money due to the supplier.

5.12.7. 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.

### **5.13. Other terms and Conditions**

5.13.1. The bidder will be responsible for making all statutory payments such as Income Tax, Sales Tax, Customs /Excise Duties etc. 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.

5.13.2. 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.

5.13.3. *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.

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

5.13.5. The successful bidder, upon receipt of the Letter of intent / Purchase Order, shall communicate the acceptance of the Letter of Intent/Purchase order in the copy of the Letter of Intent/Purchase order, furnish the required Security Deposit, and also shall submit an agreement in the prescribed format as given in **Annexure – XIII**,



within 15 days, in a non-judicial Kerala stamp paper of value of Rs.200/- (stamp duty to be paid by the bidder).

- 5.13.6. The successful bidder at the time of submission of the agreement shall furnish 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) etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present MD & Directors of the firm shall also be furnished separately.
- 5.13.7. There will be a Security Deposit amounting to 5% 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 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 - XI** for a period of 15 months from the date of execution of the agreement or three months after successful completion of the contract whichever is later.
- 5.13.8. If the successful bidder fails to furnish the documents sought and/or, execute the agreement and/ or to deposit the required security deposit 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 5.25.
- 5.13.9. 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 payments due/deposits/BG/by the way of revenue recovery.
- 5.13.10. Non-compliances in any of the contract provisions will lead to the termination of contract and will be liable for blacklisting as per Clause 5.25.

- 5.13.11. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.
- 5.13.12. 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.
- 5.13.13. Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.
- 5.13.14. The Bank Guarantee submitted in place of EMD/Security Deposit/Performance Bank Guarantee 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 bids.

#### **5.14. Purchase Procedures**

- 5.14.1. After the conclusion of Price Bid opening, the lowest offer (after giving preferences to MSMEs and State PSUs) is declared as L<sub>1</sub> rate and the bidder offering the L<sub>1</sub> rate for the item for which the tender has been invited shall be called as the L<sub>1</sub> bidder.
- 5.14.2. The Tender Inviting Authority will publish the bid status and L<sub>1</sub> rate in the website of the Corporation permitting the other eligible bidders to match with the lowest rate for the item quoted by them and the bidder, who has given consent, in writing, will be considered as Matched L<sub>1</sub> bidder. The bidders agreeing for matching with lowest rate shall furnish the breakup details of their final rate.
- 5.14.3. The L<sub>1</sub> bidder is eligible for placement of Purchase Orders for the item and if there is more than one L<sub>1</sub> supplier, the purchase orders for the requirement of items will be placed among them in equal/appropriate proportions.
- 5.14.4. The Corporation reserves the right to split the order with two or more suppliers willing to match with L<sub>1</sub> rate as per the tendered quantity and the past performance of the supplier and preferences applicable to State PSUs/MSMEs. The division will be according to

the bid ranking status. Where other eligible bidder match with the L1 rate, the award will be illustrated as follows:

5.14.4.1. If  $L_2$  matches with the lowest rate then the quantity will be ordered in the ratio 70:30 between  $L_1$  &  $L_2$ .

5.14.4.2. In case of bulk quantity, if  $L_2$  &  $L_3$  bidders match with the lowest rate then the ratio will be 60:20:20.

5.14.4.3. In case  $L_2$  /  $L_3$  bidder has not matched with the  $L_1$  rate then the share of the order will be given to the next matched bidder according to the bid ranking status.

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

5.14.5.1. If the MSME has quoted the lowest rate, the quantity will be ordered as per Clause 5.14.3 & 5.14.4 above. The offer of other MSMEs coming within the price preference of 5% will not be considered.

5.14.5.2. If the rate quoted by one MSME is not L1 but comes within the price band of  $L1 + 5\%$ , then orders will be placed for 20% or the quantity offered by the MSME whichever is lesser. The orders for the remaining quantity will be placed with the L1/other matched bidders as specified in Clause 5.14.4.

5.14.5.3. If two or more MSMEs comes within the price band of  $L1 + 5\%$ , then the 20% eligible to State MSMEs will be divided in the ratio specified in Clause 5.14.3 & 5.14.4 provided the second MSME matches with the first.

5.14.5.4. If the MSMEs matches with the L1 rate then the division will be given as specified in Clause 5.14.3 & 5.14.4 limited to their offered quantity.

## **5.15. Supply Conditions**

5.15.1. The materials supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section III. In the case of items, statutory standards such as BIS, where ever prescribed shall apply and where

such standards are also not available, the best standards recognized by the professionals in the field and effectively used for the intended purpose shall apply.

- 5.15.2. The supplier shall supply the materials required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- 5.15.3. On finalization of the contract, the purchase orders will be issued to each supplier. The schedule of supply will be as stipulated in Section IV. The quantity supplied shall not be in excess of the quantity specified in the supply schedule by the Tender Inviting Authority unless otherwise agreed to.
- 5.15.4. The quantity supplied in excess of the total ordered quantity will not be accepted and the supplier shall take back the excess at their cost. The Tender Inviting Authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- 5.15.5. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as stipulated in the Purchase Order.
- 5.15.6. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life and **should have minimum 80% shelf life** from the date of manufacture when supplied to the Corporation. It is imperative that the materials supplied are in proper packaging capable of protecting the drug throughout their shelf life. Materials supplied without following the above conditions will be rejected.
- 5.15.7. The bidder shall submit the certificate of analysis from an **External Government approved Laboratory** with necessary protocols for every batch of items supplied along with the consignment.
- 5.15.8. The supplier shall, after supply of materials at the specified destinations, submit Invoice (Original), certificate of analysis of each batch tested in in-house testing laboratory, also certificate of analysis from an External Government approved Laboratory and other relevant documents at the Head Office, KMSCL claiming payment for the supply made.

- 5.15.9. The supplier shall supply the materials at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations. For the purpose of this tender the invoice shall specify the generic name of the material as tendered together with brand name if any. Where more than one batch of the drug 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. 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 in the invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt with accordingly.
- 5.15.10. It is the onus of the supplier to supply materials to the destinations mentioned in the Purchase Order and supply shall conform to the condition mentioned in the Tender Document, packing requirement as per **Annexure - VIII**. 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.
- 5.15.11. Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and this Policy, the Supplier is entitled for the payment against supply. 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.
- 5.15.12. 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 materials 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.

5.15.13. 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 drug received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within fifteen days from the date of such intimation from the Tender Inviting Authority. If the supplier has not taken back the item, the TIA will return the excess quantity to the supplier address, as in invoice, and such cost will be recovered from any amount payable to the supplier.

5.15.14. In respect of the firm supplying more than one items during the contract period, if three or more than 50% of the ordered items, whichever is less are defaulted, then the firm is liable to be blacklisted for a period of 24 months from the date of such order and the firm will be ineligible to participate in any of the tenders floated by the TIA during the period of blacklisting. If in any case such practice of default supply is repeated, the firm will be blacklisted for further three years.

5.15.15. The name of the item shall be mentioned in English. The items quoted are to be supplied in standard packing with wordings "KERALA GOVERNMENT SUPPLY – NOT FOR SALE" shall appear in primary, secondary and tertiary packing of all products.

#### **5.16. Packing**

5.16.1. The items shall be supplied in the package specified here under and in **Annexure - VIII** and the package shall carry wordings "KERALA GOVERNMENT SUPPLY – NOT FOR SALE.

5.16.2. The primary, secondary units, bottles 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.

5.16.3. In the event of items supplied is found to be not as per specifications in respect of their packing, 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 5.19.7.

**5.17. Quality Testing, Quality Control Deduction and Penalties**

5.17.1. All the batches of the items supplied shall be supported by test/analysis reports furnished by External Government approved Testing Laboratory. The TIA has the right to get the materials tested at the laboratories of his choice for further verifications, though this is not a pre-condition for acceptance of goods. The decisions of the Tender Inviting Authority based on the reports of the tests conducted by the Corporation will be final and conclusive.

5.17.2. The materials shall be of standard quality throughout the shelf life period of the item. Samples will be drawn for quality testing periodically throughout the shelf life period either on complaint or *suo motto*.

5.17.3. 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.

5.17.4. If a sample is found as not of standard quality by the Tender Inviting Authority, the available stock of the batch will be frozen pending decision on mode of disposal. The Tender Inviting Authority, at his discretion may terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Tender Inviting Authority in consequence of such termination, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier or from his properties as per the provisions of Law.

- 5.17.5. In the event the materials supplied is rejected based on report of analysis, the Tender Inviting Authority is at liberty to make alternative purchase of the items for which the Purchase orders will be placed with 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 to impose penalty.
- 5.17.6. If any two 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, then that particular product of that firm will be blacklisted for a period upto 3 years as per Clause 5.25.
- 5.17.7. 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 5.25.
- 5.17.8. The total value of the entire quantity of Not of Standard Quality batch supplied will be recovered from the supplier.
- 5.17.9. The bidder shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.

## **5.18. Payment provisions**

- 5.18.1. No advance payments towards costs of items will be made to the supplier.
- 5.18.2. Payments for supply will be considered only after supply of 50% of the quantity ordered is completed, PROVIDED reports of Standard Quality of the batch tested at in house Laboratory and also at External Government approved Testing Laboratory are furnished along with the invoice in respect of each batch supplied. Where it is observed that for any batch of the supplies the reports as above are not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.



- 5.18.3. 95% Payments towards the supply of items will be made strictly as per terms and conditions laid down in the Tender Document and the decisions of the Tender Inviting Authority. 5% would be retained as performance security. Payment of the balance 5% will be made only after 15 months from the date of execution of agreement or 3 months after satisfactory completion of supply, whichever is later or 100% payment will be released on furnishing a performance bank guarantee as per **Annexure - XII**, towards 5% of the contract value which will be released after the above said period.
- 5.18.4. All payments will be made only by way of electronic fund transfer in favour of the supplier for which the bank details shall be furnished to the Tender Inviting Authority along with Technical Bid.
- 5.18.5. All bills/ Invoices should be raised in triplicate 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 invoice along with the test reports from the in-house testing laboratory and External Government approved laboratory is to be submitted to the Headquarters, duplicate and triplicate copies along with test reports are to be submitted at the District Drug Warehouses/scheduled delivery points along with the supply. If there is more than one point of delivery in a particular district, the invoices should be submitted to the district Warehouse with copies to the receiving centers. No payment will be effected if the above provisions are not complied with.
- 5.18.6. In case of any variations in Excise Duty/VAT due to notification of the Government after the date of submission of bids and during the tender period, the quantum of additional Excise Duty/VAT 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 any delay has occurred on the part of the supplier in supplying the item and if the enhancement occurred during this delayed period then such enhancement will not be given. For claiming the additional cost on account of the increase in Excise Duty/VAT, the bidder should produce proof of payment of additional Excise Duty/VAT on the goods supplied to Tender

Inviting Authority. If the documentary evidence for increase in Excise Duty/VAT is produced, then the invoice amount with the enhanced rates of Excise Duty/VAT will be admitted, after due verification.

5.18.7. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at a later point of time, during the currency of contract, when the excise duty is chargeable on goods manufactured. Increase in the excise duty will be paid only for the supplies made within the scheduled delivery period.

### **5.19. Penalties & Deduction in Payments**

5.19.1. All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in Section IV.

5.19.2. If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in Section IV, 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.

5.19.3. Purchase orders will be cancelled under the conditions mentioned in Section IV after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.

5.19.4. 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% percent.

5.19.5. 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. The supplier shall have to replace the goods with damage in primary or secondary packing

and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement.

- 5.19.6. All the bidders are required to supply the product with prescribed packing specifications. 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 5.19.7.
- 5.19.7. 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 performance bank guarantee 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.
- 5.19.8. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

## **5.20. Saving Clause**

- 5.20.1. 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.

## **5.21. Applicable Law & Jurisdiction of Courts**

- 5.21.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 5.21.2. 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.

5.21.3. 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.

5.21.4. 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.

## **5.22. Corrupt or Fraudulent Practices**

5.22.1. 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:

5.22.1.1. "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.

5.22.1.2. "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.

5.22.2. 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.

5.22.3. 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.

5.22.4. 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.

### **5.23. Force Majeure**

- 5.23.1. 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, and power cut are not considered as force majeure.**
- 5.23.2. 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.**
- 5.23.3. 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.

## **5.24. General/ Miscellaneous Clauses**

- 5.24.1. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 5.24.2. 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.
- 5.24.3. All claims regarding indemnity shall survive the termination or expiry of the contract.

## **5.25. Procedure for Blacklisting**

- 5.25.1. The Tender Inviting Authority may blacklist any drug, 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 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/quotation floated by the Tender Inviting Authority during the period of blacklisting.
- 5.25.2. 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.

## **5.26. Provisions for Appeal**

- 5.26.1. 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.

## **5.27. Termination of Contract**

- 5.27.1. The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.
- 5.27.2. 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.
- 5.27.3. In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- 5.27.4. Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 5.27.5. 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.



- 5.27.6. 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.
- 5.27.7. 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.
- 5.27.8. 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.
- 5.27.9. No compensation is payable to the supplier in the event of any termination of contract.

**Sd/-**

**Dr. NAVJOT KHOSA IAS**  
**Managing Director KMSCL &**  
**Tender Inviting Authority**

CHECK LIST

TENDER NO. KMSCL/DRGED/INS-NVBDCP/RC/2017/015 DATED. 24.06.2017

NAME OF THE BIDDER: \_\_\_\_\_

SL. No.	Document description	Page No.
1.	Check list in <b>Annexure-I</b>	
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, if any.	
3.	List of item(s) quoted in the format prescribed in <b>Annexure II (PDF &amp; Excel)</b> .	
4.	Annual turnover statement for last 3 years in the format given in <b>Annexure III</b> certified by the Auditor	
5.	Notary attested photocopy of Manufacturing License and Certificate of renewal/current validity certificate duly approved by the Licensing authority for all product(s) quoted.	
6.	Notary attested photocopies of valid import licenses, if the product(s) are imported.	
7.	Notarized copy of valid Central Insecticide Board Registration Certificate	
8.	Notary attested statement of manufacture and sale of the quoted drugs in the last 3 years shall be furnished in the Performance Statement given in the <b>Annexure IV</b> .	
9.	Notarized copy of original Power of Attorney as specified in Clause 5.3.1	
10.	Notarized sales tax clearance certificate together with English translation wherever required in the format prescribed in <b>Annexure V</b> .	
11.	Declaration in the format prescribed in <b>Annexure VI</b> .	
12.	Notarized details of manufacturing unit in the format prescribed in <b>Annexure VII</b> .	
13.	Notarized copy of Audited Balance Sheets and Profit and loss statement for three years from 2013-14 to 2015-16.	
14.	Notarized documents, if any, to show that the manufacturing units have the license for the use of standard mark (IS) issued by Bureau of Indian Standards (BIS), in case of the products for which IS	

SL. No.	Document description	Page No.
	specification applicable in Section III.	
15.	Notarized details of the bankers of the bidder – Name, address & IFSC code in the format prescribed in <b>Annexure IX</b> .	

Place:

Signature:

Date:

Name in Capital Letters:

Seal:

Designation:

## LIST OF ITEMS QUOTED

TENDER NO. KMSCL/DRGED/INS-NVBDCP/RC/2017/015

DATED. 24.06.2017

Bidder Name. \_\_\_\_\_

SI No	Item Code	Item Name	Description	Unit	Whether own Mfg/Imported.	Mfg/Import License no: and Date	Date of issue of product approval	Offered Quantity (in units)
1								
2								
3								
4								
5								

Place : Signature :

Date : Name in Capital Letters :

Designation :

Seal :

**ANNEXURE-III**

**ANNUAL TURN OVER STATEMENT**

I hereby certify that M/s \_\_\_\_\_ (Name & address \_\_\_\_\_) who is a prospective bidder for the Tender No. **TENDER NO. KMSCL/DRGED/INS-NVBDCP/RC/2017/015** dated. **24.06.2017** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Turnover in Crores(Rs.)
1.	2013 - 2014	
2.	2014 - 2015	
3.	2015 - 2016	
Total (Rs.)		
Average turnover per annum (Rs.)		

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 firm .....

Name of the product .....Item code .....

Tendered Quantity (in units)..... Offered Quantity (in units).....

Production Capacity	
No. of days	Quantity in tendered units
30 days	
365 days	

<b><u>Product:</u></b>								
<u>Production details for three years:</u> <b><u>Year: 2014-15/ 2015-16/2016-17</u></b>								
<u>Furnish statement of all batches produced including rejected batches, if any</u>								
Sl. No	Batch Number	Date	Batch size (in terms of units)	Quantity sold	* Date / Month of sales	Quantity returned/ rejected	Complaint s/ Declared as NSQ after sales etc., if any	Remarks
<b>2014-15</b>								
<b>2015-16</b>								
<b>2016-17</b>								

\* Date of sales of the 1<sup>st</sup> batch shall be 3 years prior to the date of notification of tender.

Certified true statement of productions

Signature and seal of the Tenderer

Attested by notary public

**FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE  
PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER  
PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF  
KERALA.**

**(To be filled up by the applicant)**

01. Name or style in which the applicant is assessed or assessable to Sale Tax Addresses or assessment.
02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.
- b. Places of business of the applicant (All places of business should be mentioned).
03. The Districts, Taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).
04. a. Total contract amount or value of patronage received in the preceding three years.

2013-2014

2014-2015

2015- 2016

- b. Particulars of Sales - Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance Rs.

2013-2014

2014-2015

2015-2016

Sales tax paid during the year 2016-17 till the time of filing the tender:

- c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.
- d. Whether any penal action or proceeding for the recovery of Sales Tax is pending.
- e. The name and address of Branches if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

**(To be filled up by the Assessing authority)**

In my opinion, the applicant mentioned above has been/ has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer  
Deputy Asst.

*Note: - A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.*



**DECLARATION**

I/We, Sole Proprietor / Managing Partner / Managing Director of M/s. \_\_\_\_\_ having its Registered Office/Place of business at \_\_\_\_\_ and its Factory Premises at \_\_\_\_\_ do hereby declare that I/We have carefully read all the conditions of tender **TENDER NO. KMSCL/DRGED/INS-NVBDCP/RC/2017/015 dated. 24.06.2017** for the procurement of Insecticides for National Vector Borne disease Control Programme for the year 2017-18, 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, if any, published by the Corporation.

I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) bid; 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. I/We understand and agree that in the event of I/We failing to provide such facilities, adopt proper procedures or maintain proper documents, we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting.

Seal  
Signature :  
Name & Address of the bidder :

DETAILS OF MANUFACTURING UNIT

Name of the Bidder :

Address :

IT PAN No. :

Office Phone Nos. :

Fax No. :

E-mail :

Mfg License No. & Date :

Issued by :

Valid up to :

Contact person :

Designation :

Phone No. :

Mobile No. :

E-mail :

- \* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

**PACKING SPECIFICATION**

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

**LABEL:** Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicating that the product is for "**KERALA GOVT. SUPPLY - NOT FOR SALE**" and it should carry the correct technical name, strength or the product, **scheme name**, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters

***Note:-** The 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.

**BANK DETAILS OF THE BIDDER**

1. Tender No: : KMSCL/DRGED/INS-NVBDCP/RC/2017/015 DATED.  
24.06.2017
2. Bidder Name :
3. Address :
  
4. Name of the Bank :
5. Full address of the Branch concerned :
  
6. Account no. of the bidder :
7. IFS Code of the Bank :

Note	:-	Copy of the PAN CARD of the firm duly notarized shall be attached as Enclosure to this Annexure
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**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 drugs and supplies).

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

**PERFORMANCE BANK GUARANTEE**

To

The Kerala Medical Services Corporation Ltd  
(Address)

Dear sir,

Bank Guarantee No	:	.....
Amount of Guarantee	:	.....
Guarantee cover from	:	.....
Last date for lodgement of claim	:	.....

This deed Guarantee executed by the .....

(Herein after referred to as the "Bank") in favour of the Managing Director, Kerala Medical Services Corporation Ltd, Thiruvananthapuram (hereinafter referred to as "the Beneficiary") for an amount not exceeding ` ..... at the request of M/s. .... (herein after referred to as " the Contractor").

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. .... and the guarantee shall remain in full force upto ..... and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before .

Whereas the beneficiary has placed an order with the contractor in terms of the Order No: ..... for the supply of ..... as per order and whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract including Taxes, Duties,

Freight and Insurance against delivery of the items on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 15 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the terms of the agreement, we, the ..... hereby undertake that it will in the event of the Contractor, failing to deliver the materials in accordance with the conditions of the agreement, pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date there of up to a maximum of Rs. .... being the mount of 5% of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed.

This undertaking is not revocable by notice but will continue with full force until (a) payment has been made to the beneficiary by the Bank of aggregate amount payable hereunder or (b) delivery of all items of the contractor's acceptance of Order No: ..... to the beneficiary in accordance with the conditions of the agreement whichever shall first occur.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs. ....
- ii) The Bank Guarantee shall be valid upto .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Dated on this. .... day of .....

Witnesses:

- 1.
- 2.



**AGREEMENT**

THIS AGREEMENT made on this..... day of ....., 2017 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)..... (hereinafter “the **Supplier**”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;
  - (b) The Schedule of Requirements;
  - (c) The Specifications and other quality parameters;
  - (d) The clarifications and amendments issued / received as part of the Tender Document
  - (e) The General Conditions of Contract;
  - (f) The Specific Conditions of Contract; and
  - (g) The *Purchaser's* Offer Letter

- (h) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority
3. In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to supply drugs/supplies conforming in all respects with the provisions of the Contract.
  4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the tender, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  5. The Supplier has deposited with the Purchaser an amount of Rs..... (as in Tender condition) as Security Deposit as specified in the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

### SCHEDULE

#### (Selected L1 items)

Sl. No	Drug Code	Name of the Drug	Strength	Unit	L1 Rate (Rs.P)	Offered Quantity	Value
<b>Total Value (Rs.)</b>							

**(Matched L1 items)**

<b>Sl. No.</b>	<b>Drug Code</b>	<b>Name of the Drug</b>	<b>Strength</b>	<b>Unit</b>	<b>Quoted Rate</b>	<b>Matched Rate</b>

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

Signed, Sealed and Delivered by the

said..... (For the *Purchaser*)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)