



## KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)

Thycaud P.O, Thiruvananthapuram, Kerala 695 014

### Re-TENDER DOCUMENT

FOR THE PROCUREMENT OF

## ANTI-CANCER DRUGS

(for the year 2016-17)

No: KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016

<i>Date and time of Commencement of the Tender</i>	:	13.04.2016	10.00 am
<i>Last date and time for the online uploading of Tender</i>	:	03.05.2016	05.00pm
<i>Date and time of online opening of Technical Bid</i>	:	07.05.2016	11.00 am

For details;

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

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## SECTION I

### INTRODUCTION

- 1.1. **The Kerala Medical Services Corporation Limited - KMSCL** is a fully owned company of Government of Kerala set up in 2007 and is operational with effect from 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. 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, Kerala.
- 1.3. There is a tendency among some bidders to buy extra time by submitting bids deficit of some documents. Bidders are cautioned that bids devoid of proper documents or adequate information are liable to be rejected summarily. Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected summarily. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for rectifying the defects/furnishing the missing documents.
- 1.4. All supplies shall be accompanied with the certificates of analysis from the in-house testing laboratory and the **NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory** in respect of every batch supplied. Supplies devoid such reports will not be taken into stock and payments will not be made. Suppliers will be required to take back the supplies and will be deemed as

defaulters in respect of the supply and shall be liable for penalties applicable for non-supplies. This test report or the QC approval will not be deemed as a proof of stability of the product during shelf life. The bidders are cautioned that supply of drugs of inferior quality would attract different penal provisions. It is the onus of the manufacturer and supplier under the Drugs and Cosmetics Act and Rules to produce and supply drugs of standard quality and various measures are prescribed in the law to achieve the object. The Corporation would be testing the drugs and other materials at random at different stages, at discretion, and the supplier will have the obligation to pay the cost of the goods found to be defective and may also be liable for criminal procedures as may be initiated by the Drugs Control department. The bidder will also be liable for disqualification from the tenders of the Corporation.

- 1.5. **Inspections of manufacturing units of bidders prior to acceptance of bid or at any stage before or after award of contract will be at the discretion of the Corporation.** The track record of the bidder in the field of institution supplies shall also be verified. Report of non compliance of GMP norms specified under Schedule M of the Drugs and Cosmetics Rules will lead to the disqualification of the firm, even if the firms are holding valid cGMP certificates issued by the Drugs Control Administration of the respective State.
- 1.6. Since the drugs procured are meant for treatment of precious human life in Government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that only quality drugs are procured and supplied. In order to ensure the quality of the drugs supplied by the firms during the course of the tender period, multiple samples of the same batch will be forwarded to different empanelled laboratories. There will also be in-house quality inspection at all warehouses. The Corporation attaches paramount importance to the quality of drugs supplied and will not compromise. It is to be mentioned that short-supplies/ delayed supplies etc are matters that involve penalties and payments will be delayed and reduced to the extent the penalties may necessitate. Suppliers are therefore in their own interest, the interests of the Corporation and the general interests of the user departments/ institutions and public to make timely supplies complying with all specifications of quality including packaging and quantity.

If on testing in the laboratory or other verifications the drug is found to be of inferior quality or not complying with the parameters of quality including packaging or any of the provisions of the law the drug supplied will be refused and the supplier will be liable to repay the amount paid and make good the other losses as may be applicable.

- 1.7. Where any drug is found to be Not of standard quality or misbranded or adulterated or spurious or otherwise contravenes the provisions of the Drugs and Cosmetics Act or Rules, the payments for the entire supply of the batch(s) concerned will be withheld or recovered. However, if the Tender Inviting Authority finds the supplier to be an unreliable party by virtue of the violations of the law or of the contract as the case may be, the TIA may terminate the contract and also may blacklist the supplier. Apart from the tests mentioned in the official monographs, additional tests like friability and hardness of the tablets, leak test for primary packing of the products, freedom from pathogenic organisms etc will be conducted as drug safety depends upon total quality compliance. The suppliers shall be solely responsible for ensuring the quality of the item during transportation and shelf-life. The packaging drugs used for primary and secondary packaging shall be of such nature that the quality of the drug contained is preserved throughout its life period. The storage requirements stated on the labels shall be in accordance with the provisions of the Drugs and Cosmetics Rules only and prescribing cool or cold storage for drugs in respect of which no such stipulation is made in the law will not be acceptable. Quality Assurance goes together with Quality Control and it is the onus of the bidder to ensure not only proper quality control but also total quality assurance.
- 1.8. The money spent by the Corporation is public money and hence accountable. All decisions will be published from time to time on our website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in). Bidders could prefer appeal to the Government against all decisions of the Corporation.

13.04.2016.

Sd/-  
GOKUL.G.R I.A.S  
Managing Director, KMSCL &  
Tender Inviting Authority



## SECTION II

### 2. SCOPE AND DESCRIPTION OF TENDER

#### 2.1. General Definitions/Explanations

- 2.1.1. *Government* means - Government of Kerala, represented by the Secretary to Health & Family Welfare, Thiruvananthapuram.
- 2.1.2. *Tender Inviting Authority* (TIA) - is the Managing Director of the KMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the drugs procured under this Tender Document. The term shall include such other officials not below the rank of General Manager of the KMSCL to whom any of the powers of the Managing Director is delegated.
- 2.1.3. *Tender Document* - means the document published by the Tender Inviting Authority containing the data identifying the article to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- 2.1.4. *Running Contract* – means contract for the supply of an approximate quantity of items at a specified price during a certain period.
- 2.1.5. *e-tender* - The process of notifying/ floating tender and pursuing actions of tender opening online.
- 2.1.6. *e-declaration* – *The process of capturing the goods details for a particular vehicle, well before, it reached the Kerala State boundaries.*
- 2.1.7. *Tendered quantity* – means the approximate quantity of items intended for supply to the user institutions as mentioned in section IV of the Tender Document, in respect of which the rates has to be quoted. Tender Inviting Authority reserves the right to increase or decrease the tendered quantity on the basis of the actual needs or as per the directions of the government, fund availability etc or otherwise, the quantity of goods mentioned under Clause. 4.1, without any increase in the unit price and other terms & conditions quoted by the bidder.

- 2.1.8. *User Institutions* - are government departments, health care institutions, autonomous bodies, Local self-Government Institutions etc for which the drugs under this tender are procured.
- 2.1.9. *Funding agencies* - are usually departments like Directorate of Health Services, Directorate of Medical Education, Departments of Ayurveda, Homoeopathy, Department of Social Welfare etc, and Missions/organizations like National Rural Health Mission (NRHM), Institute of Family Health & Welfare, registered societies etc funded by the Government of Kerala, Government of India, UN organizations, World Bank, Government assisted organizations etc who provide funds for the procurement of drugs on behalf of whom the tender is invited by the Tender Inviting Authority.
- 2.1.10. *Blacklisting/ debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period up to 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to supply of substandard, misbranded, adulterated or spurious or any drugs / products manufactured/ imported in contravention of any of the laws of the land and for indulging fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term will include, among all other things, making false/ misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence/affect/ stall the tender/ procurement/ payment processes in any way, making false/ baseless complaints about other bidders or bids or products or any person/ organization/ related to the tender activities etc and such activities as specified in this Tender Document. Blacklisting/debarring etc by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.
- 2.1.11. *Drug* - means and includes, substances defined as drug in the Drugs and Cosmetics act 1940.

- 2.1.12. *Factory Inspection* - The factory premises and related facilities and documents shall be open for inspection at the discretion of the TIA at any stage after presentation of bid or award of contract.
- 2.1.13. *Infirmities* - means non-compliance of any of the requirement specified in the Tender Document.
- 2.1.14. *L1 rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.
- 2.1.15. *Matched L1 rate* - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular product and agreed to abide by the terms and conditions of the Tender Document.
- 2.1.16. *Liquidated Damages* – means penal charges levied by the Tender Inviting Authority for the delay in supply of the products after the expiry of stipulated period mentioned in the supply conditions of the tender at the rate mentioned therein, subject to a maximum of 10% of defaulted value.
- 2.1.17. *Risk & Cost Value* – is the additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the supplier from other sources at a higher cost.
- 2.1.18. *Unexecuted fine* - is the fine imposed for the default committed by the supplier in the form of short-supply or non-supply of the quantity of the product ordered as per the Purchase Order.
- 2.1.19. *Letter Of Intent* – is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- 2.1.20. *Purchase Order* - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the Drugs at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- 2.1.21. *Supply Schedule* – means the schedule for supply of product which shall be adhered to for supply as per Clause 5.1.2 unless altered with mutual consent on the basis of the movement /consumption of products, exigencies and other reasons suiting

the requirements of TIA and not suiting to the requirements of the supplier.

- 2.1.22.** *Basic unit* – means the smallest unit of the drugs to be made available and shall be of form tab/cap/vial etc. The rate to be given on the price bid shall be quoted for the basic unit mentioned in Section IV.
- 2.1.23.** *Supplier* - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- 2.1.24.** *'Domestic Micro, Small and Medium Enterprises'* - means industrial units as classified in Clause 7(1) of chapter III of the Micro, Small and Medium Enterprises Development Act, 2006 which manufactures the goods within the state and registered with the competent authority of the Industries and Commerce Department of Govt. of Kerala.
- 2.1.25.** *Empanelled laboratory* - Drug testing laboratory approved under the Drugs and Cosmetics Act, selected by the Tender Inviting Authority either through open tender process or by expression of interest or otherwise for the purpose of conducting analytical testing of drugs listed in Section IV supplied by the suppliers.
- 2.1.26.** *Appellate Laboratory* – The Drugs Testing Laboratory of the Drugs Control Department, Kerala will be the Appellate Laboratory of the Tender Inviting Authority for settling and deciding the disputes relating to the quality of drugs. The report of the appellate laboratory will be final and conclusive for the purpose of this tender.

## **2.2. Scope**

- 2.2.1.** The Kerala Medical Services Corporation Ltd represented by the Managing Director (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency. The main objective is to obtain bulk discount through central procurement and to act as one stop point for all institutions for obtaining quality drugs procured under this tender. For this, the Corporation, on behalf of the Department of Health and Family Welfare will undertake and oversee the procurement process, ensure that the successful bidders are supplying the drugs tendered properly at the locations/institutions specified during

the agreed period of contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

**2.2.2.** *Bid Validity.* The bidders are expected to quote their best rates for the drugs tendered; the specifications and quantities are mentioned in Section IV of this Tender Document. The bid will be valid for a period of **180 days from the date of opening of Technical Bid** and prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidders extend the bid validity for another period of 30 days.

**2.2.3.** The bidders cannot withdraw their bid within the minimum price firmness period of 180 days.

### **2.3. Brief Description:**

**2.3.1.** 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.

**2.3.2.** 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.

**2.3.3.** 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)"

**2.3.4.** 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.

**2.3.5.** 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.

- 2.3.6. Instructions in the matter of submission of tenders, opening of the bids and other matters relating to this e-tender are detailed in Section VI of this Tender.
- 2.3.7. 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.
- 2.3.8. 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).
- 2.3.9. 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.
- 2.3.10. The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online.
- 2.3.11. There will not be any individual communication in respect of general notices, amendments, etc. The 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.
- 2.3.12. The date of opening of Technical Bid will be as specified in Section III. The date of opening of price bid will be notified subsequently after the pre-qualification of the bidders.
- 2.3.13. The Price Bids of only the short-listed technically qualified bidders will be opened. The short-listing of the bidders 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 VI of this Tender Document.

- 2.3.14. Supply of drugs in contravention to any of the provisions of the Drugs and Cosmetic Act and supply of drugs in violation of the tender conditions will lead to blacklisting of the bidders.
- 2.3.15. Appeals against the orders of the Tender Inviting Authority may be made to the Government within 15 days from the receipt of communication.
- 2.3.16. Bidders may obtain further information from the head office of the Tender Inviting Authority.

## SECTION III

### 3. TENDER SCHEDULE

#### 3.1. Tender Details

1.	<i>Tender No.</i>	KMSCL/DRGED/ACD/RT/2016/005
2.	<i>Cost of Tender Document</i>	1,575/- (Inclusive of tax)
3.	<i>Earnest Money Deposit</i>	Shall be as specified in Clause 6.4. The EMD of Rs.9,500/- 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.

#### 3.2. Schedule of Dates

Sl. No.	Particulars	Date and time
1.	<i>Date and time of commencement of downloading (by bidders) of Tender Document</i>	13.04.2016 10.00am
2.	<i>Last date and time of uploading (by bidders) of tender</i>	03.05.2016 5.00pm
3.	<i>Date and time of opening of the Technical Bid</i>	07.05.2016 11.00 am
4.	<i>Date of opening of the price bid</i>	To be informed to the bidders qualifying in the Technical Evaluation



## SECTION IV

### 4. DETAILS OF ITEMS TENDERED

Category	Particulars	No of items in each Category	Sl. No. in the list of items quoted (Section 4.1)
Anti Cancer Drugs	Drugs	14	1 - 14

#### 4.1. List of items Tendered

Sl. No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in months)	Required EMD (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	D24056C	ACTINOMYCIN D INJ	0.5mg/3ml	Vial	282	24	400
2	D24064C	CALCIUM LEUCOVORIN INJ	15mg	Amp	5,627	24	800
3	D24070C	CHLORAMBUCIL TAB IP	2mg	1 No	450	24	200
4	D24076C	CYCLOPHOSPHAMIDE TAB IP	50mg	1 No	24,030	24	400
5	D24096C	ETOPOSIDE CAP IP	50mg	1 No	6,557	24	2,000
6	D24109C	IBANDRONATE TAB	50mg	1 No	7,340	24	1,100
7	D24123C	LOMUSTINE CAP IP	40mg	1 No	50	24	100
8	D24124C	MELPHALAN TAB	5mg	1 No	2,330	36	100
9	D24126C	METHOTREXATE INJ IP	15mg	Vial/PFS	915	24	200
10	D24129C	MITOMYCIN INJ	2mg	Vial	232	24	200
11	D24130C	MITOMYCIN INJ	10mg	Vial	217	24	700
12	D24131C	MITOXANDRONE INJ	20mg	Vial	226	24	700
13	D24143C	PROCARBAZINE HCL CAP	50mg	1 No	550	24	100
14	D24150C	TAMOXIFEN TAB IP	20mg	1 No	206,600	36	1,900

*Note: For drug specified in the IP, only that standard shall apply. For drugs not specified in the current edition of the IP but included in its immediate previous edition, the standards specified in that immediately previous edition shall apply. If a drug specified does not figure in the IP current edition or its immediate previous edition, other standards apply as per law. If the drug is official in Indian Pharmacopoeia (IP), the license to manufacture the product shall be for IP specification. The product permits submitted for any other official monographs will not be accepted for the item.*

#### 4.2. Schedule of Requirements

4.2.1. The schedule of requirements showing the quantity of drugs in each location will be given along with the purchase orders to the successful bidders. The drugs are to be delivered at the warehouses of KMSCL located at various places in Kerala and/or the places /points specified in purchase order, by door delivery. Locations of the present drug warehouses/institutions to which the supplies are to be made are mentioned in Appendix I. It will be the onus of the bidder to ensure proper storage of the drug during transport so as to preserve its properties.

4.2.2. *Notification of Dispatch:* The supplier shall adhere to the schedule given in Clause 5.1.1 and 5.1.2.

4.2.3. *Contact Person:* The supplier shall designate and inform the name of an official, who is having control over the dispatch of drugs 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 V

### 5. SPECIFIC CONDITIONS OF CONTRACT

#### 5.1. 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 <b>and other documents specified in clause 6.22.2 &amp; 6.22.3 as applicable.</b>		
	<i>Within 10 days of Purchase Order</i>	:	The supplier shall furnish confirmed dispatch schedule. If the confirmed dispatch schedule is not received on or before the specified period, the purchase order is liable to be cancelled and arrangement for alternate purchases will be done at the risk and cost of the supplier.		
2	<i>Schedule of purchase order and Supply</i>	:	The first set of purchase orders will be up to 50% of the tendered/LOI quantity. Subsequent purchase orders will be issued for 25% of the tendered/LOI quantity. The schedule of supply will be as follows.		
			No of days from Purchase Order	% of the ordered quantity to be supplied in each warehouse.	Penalty for default supply
			Within 45 days	50%	As specified in Clause 5.1.5
			Within 60 days	100%	
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 NABL Accredited Drug Testing Laboratories/Central Drug Testing Laboratory. The balance 5% payment will be made on furnishing a Performance Guarantee for 5% contract value as per Clause 6.29.3.		

Sl. No	Activity	:	Time Limit	
4	<i>Cancellation schedule of purchase orders/unexecuted portion of LOI/PO</i>	:	<i>Cancellation of purchase orders/unexecuted portion of LOI/PO</i> in the event of failure to supply the ordered quantity shall be as under:	
		:	If the supplied quantity is less than 50% of the ordered quantity on the stipulated day, the remaining unexecuted portion of the order and the remaining part of the LOI are liable to be cancelled without notice and the contract with respect to the product(s) is liable to be terminated. Alternate purchase will be made at the risk and cost of the supplier.	
5	<i>Penal provisions for supply inefficiency</i>	1	Delayed supply	A penalty of 0.5% per day of the delayed supply upto a maximum of 10%.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 6.25.21. 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/DD/BG will be released on signing the contract after furnishing of required Security Deposit. EMD submitted online/DD may also be adjusted towards Security Deposit on request of the bidder.

Sl. No	Activity	:	Time Limit
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.

## 5.2. Eligibility criteria for participating in the tender

5.2.1. Bidder shall be manufacturer/loan licensee having valid manufacturing & marketing license for all the items quoted / direct importer holding valid import license. Importers shall possess the valid sale license also, as applicable.

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

5.2.1.1. If the item offered is planned to be manufactured in more than one factory, the drug licenses of all such manufacturing units shall invariably be submitted.

5.2.1.2. Bidders should not offer products that are manufactured in factories, who were blacklisted by the Corporation/any other State/Central Government agencies/organizations or whose licenses were suspended/ cancelled or who have been convicted or against whom prosecution actions are pending.

5.2.2. Average Annual turnover in the last three years (2012-13, 2013-14 and 2014-15) shall not be less than **Rs. 50 Crores**.

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).

5.2.3. Those bidders offering the items requiring special cold storage conditions should either have their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the depot at any one point in the state and such facilities to distribute it to the warehouses of the Corporation complying cold chain norms. The containers of

these items should be provided with temperature variation indicators like vaccine vial monitors or the consignment should be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.

- 5.2.4. Bidder should have at least 3 (three) years Market Standing as a manufacturer / importer/ for each drug quoted in the tender. (*i.e.* 3 years should be completed from the date of sale of first batch of the drug as on the date of notification of this tender). The bidder should also have manufactured and supplied at least 5 commercial batches of the tendered drug in the last 3 consecutive years (total 5 batches in 3 years) in respect of which the successful bidder shall furnish the statements of all batches manufactured year wise in the format given as **Annexure-IV**. Previous/Existing suppliers (contract for the years 2013-14 to 2015-16, proof to be furnished) to the Corporation need not furnish details of manufacture in respect of the drug concerned.
- 5.2.5. The bidder should hold valid GMP certificate issued by the licensing authority. If the offered products are manufactured from more than one unit, all the units shall be GMP certified.
- 5.2.6. The bidder shall not be convicted under the Drugs and Cosmetics Act and other laws administered by the department and no prosecution actions shall be in progress or pending against the licensee and the license of the firm shall not be cancelled or suspended for non compliance of provisions of Drugs and Cosmetics Act 1940 and the rules 1945. The bidder shall submit non-conviction certificate for the drugs offered.
- 5.2.7. Tender should not be submitted for the product / products which has/have been blacklisted by KMSCL during the period of blacklisting. 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, GMP non-compliances, major violations of the Drugs and Cosmetics Act and Rules. Concern / Company which has been blacklisted by Tender Inviting Authority for any reasons or blacklisted/debarred by any State Government or Central Government Organization for the above reasons or for reason of furnishing forged/ fabricated/ false document should not participate in the tender during the period of blacklisting. Where

a product(s)/supplier is blacklisted in any other state or by a central Government agency for situations as detailed above occur after the submission /opening of the bid /award of contract, the product(s)/bidder will be liable for blacklisting/rejection/termination/cancellation of contract/ purchase order/LOI etc. The product(s)/bidder will be liable for such action in the event of any conviction /initiation of prosecution action under the Drug and Cosmetics Act at any stage after submission/opening of bid.

- 5.2.8. Tender should not be submitted for the product(s), the purchase order(s) for which has/have been fully/partially cancelled during 2015-16.
- 5.2.9. Tender should not be submitted for a product, if any two batches of that product manufactured and supplied by the company to KMSCL in the tender 2013-14, 2014-15 and 2015-16 had failed in quality.
- 5.2.10. A bidder who had withdrawn after participating in any of the previous bids of KMSCL for the year 2013-14, 2014-15 and 2015-16 is not eligible to participate in this tender in respect of the product(s).
- 5.2.11. 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.
- 5.2.12. Those firms which were disqualified after factory inspection during the last 3 years (2013-14, 2014-15 and 2015-16) and also during 2016-17 will not be eligible for participation in the tender.
- 5.3. **Preference to PSUs and MSMEs within Kerala.**
  - 5.3.1. 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.
  - 5.3.2. 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 up to 20% of the tendered quantity of the item, if the L1 price is of someone other than a Domestic MSME.

5.3.3. For the purpose of granting price preference to those firms as noted in Clause 5.3.1 above, those rates (**Landed price exclusive of sales tax**) less than or equal to 5% above the L1 rate alone will be considered. Price bids of MSMEs located in Kerala quoting more than 5% above L1 rate will not be considered the price preference under any circumstances.

5% price preference will be calculated as follows:-

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

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

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

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



## SECTION VI

### 6. GENERAL CONDITIONS OF CONTRACT

6.1. This section deals with the general conditions of contract and contains the following terms & conditions.

#### 6.2. Responsibility of verification of contents of Tender Document:

6.2.1. Bidders shall examine all instructions, forms, terms and specifications in the Tender Document and verify the same mentioned in the table of contents are contained in the 'Bid document'.

6.2.2. Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summary rejection of bids, without any notice.

#### 6.3. Tender Document and Earnest Money Deposit

6.3.1. The specifications and terms and conditions governing the supply of drugs are contained in this "Tender Document"

6.3.2. The Tender Document is to be downloaded from the e-Procurement portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The Tender Document is also available in the official website of the Corporation.

6.3.3. The Tender Document fee and the EMD required for this tender are as specified in Section III and the payment shall be as specified in Clause 6.4 below.

6.3.4. Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid.

6.3.5. State Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD and Tender Cost subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala.

6.3.6. None of the bidders other than those specified in Clause 6.3.5 above, are exempted from the remittance of EMD, in any case.

6.3.7. No interest will be paid for the EMD furnished.

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

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

- 6.4.1. For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in))
- 6.4.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) should ensure the following:
  - 6.4.2.1. **Single transaction for remitting Tender Document fee and EMD:** Bidder should ensure that Tender Document fees and EMD (i.e 1,575+9,500= Rs 11,075) are remitted **as single transaction and not separate**. Separate or split remittance for Tender Document fee and EMD shall be treated as invalid transactions.
  - 6.4.2.2. **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**.

- 6.4.2.3. 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.
  - 6.4.2.4. 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.
  - 6.4.2.5. **NEFT/RTGS remittance only allowed: Account to Account transfers, cash payments etc are not allowed and are invalid modes of payments.**
  - 6.4.2.6. **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.
  - 6.4.2.7. **One Remittance form per bidder and per bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.
  - 6.4.2.8. The bids will not be considered for further processing if bidders fail to comply on Clauses 6.4.2.1 to 6.4.2.7 above and tender fees and EMD will be remitted back to the account from which it was received.
- 6.4.3.** 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.
- 6.5. Guidelines for preparation of Tender**
- 6.5.1.** The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 6.5.2. It is compulsory on the part of successful bidders to provide a check list as per **Annexure-I** at the time of uploading the documents so as to enable the Tender Inviting Authority to prima facie verify the compliance of all tender conditions.
- 6.5.3. *Language of Bid:* - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language or in Malayalam, if provided. Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English/ Malayalam language in which case, for purposes of interpretation of the Bid, the English/ Malayalam translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language. However, supportive documents in English for bids submitted in Malayalam are acceptable.
- 6.5.4. 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.
- 6.5.5. 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.
- 6.5.6. If the drug is official in Indian Pharmacopoeia (IP), the license to manufacture the product shall be for IP specification. The product permits submitted for any other official monographs will not be accepted for the item and such offers will be rejected summarily.

- 6.5.7. The bidder shall furnish a declaration as in **Annexure-VI** of having read and accepted the contents of the Tender Document in full.
- 6.5.8. All clauses of the Tender Document shall be duly filled up before submission. Any clause left unfilled or improperly filled will lead to rejection of the bid.
- 6.5.9. An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.5.10. A prospective bidder requiring any clarification of the Tender Documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority's mailing address/fax number indicated in this Tender Document. The Tender Inviting Authority will respond to any request for clarification of the Tender Documents which it receives before 5 days prior to the deadline for submission of bids.
- 6.5.11. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders will be published in the official website of the Tender Inviting Authority. However it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

## **6.6. Period of Validity of Tender**

- 6.6.1. The tender must remain valid for minimum 180 days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 6.6.2. Prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidder, extend the bid validity for another period of 30 days.
- 6.6.3. The bidder who has extended the bid validity is not required or permitted to modify its bid.
- 6.6.4. The bidder cannot withdraw the bid within the minimum price firmness period of 180 days.
- 6.6.5. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder as per the procedure detailed in Clause 6.38.

## 6.7. Amendment of Tender Documents:

- 6.7.1. Also at any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, or as per directions of the Government, modify the condition in Tender Documents by an amendment. All amendments will be notified through the Corporation's website. The Tender Inviting Authority may, at his discretion, extend the date and time for submission of bids.
- 6.7.2. 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.

## 6.8. Tendering System

- 6.8.1. The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.
- 6.8.2. The TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder and shall be submitted in the manner prescribed in Clause 6.9.
- 6.8.3. The 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.
- 6.8.4. The Tender has been called for in the generic names of drugs. The bidders should quote the rates for the drugs in generic names. The products offered shall comply with the tender specifications given in **Section IV**. Any variation found will result in the rejection of the tender.
- 6.8.5. 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 drug separately on door delivery basis according to the unit specification in the price bid format. Tender for the supply of drugs 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.

- 6.8.6. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
- 6.8.7. The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government and/or the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 6.8.8. 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.
- 6.8.9. 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.
- 6.8.10. 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 drugs. Photographs of the key manufacturing areas shall be permitted to be taken.
- 6.8.11. Complaints, if any, should be submitted to the Managing Director in writing. Complaints with ulterior motives will be deemed as fraudulent practice and will be dealt with accordingly.

**6.9. Contents of the Technical Bid:**

- 6.9.1. The following documents shall be uploaded online in PDF format along with the Technical Bid. The list of items quoted as per Annexure II shall be submitted in PDF as well as in Excel Format.

Sl. No.	Document to be uploaded
1.	Check list in <b>Annexure-I</b> .
2.	Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State

Sl. No.	Document to be uploaded
	of Kerala, if the firm has claimed for exemption from submitting EMD & 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 along with the product permit 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 (to prove 3 years market standing) in Form 10, if the product(s) are imported.
7.	Notarized copy of Current Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing. In case of imported drugs, Bill of lading and market standing certificates to prove 3 years Market Standing.
8.	Notarized copy of valid GMP Certificate issued by the Licensing authority. If the offered products are manufactured from more than one unit, valid GMP certificate for all the units shall be produced.
9.	Notarized copy of current Non-conviction Certificate issued by the licensing authority concerned of the State certifying that the manufacturer/importer has not been convicted or no prosecution action is pending under the provisions of the Drugs & Cosmetics Act 1940, by/ before any court of law in contravention to the above Act and Rules and that no suspension or cancellation of the licence has been done in respect of the drug(s) quoted.
10.	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> . In the case of current suppliers or suppliers of any of the past three years, a declaration to that effect together with documentary proof.
11.	Notarized copy of Power of Attorney as specified in Clause 6.5.5.



Sl. No.	Document to be uploaded
12.	Notarized copy of Sales Tax Clearance certificate together with English translation wherever required in the format prescribed in <b>Annexure V</b> .
13.	Declaration in the format prescribed in <b>Annexure VI</b> .
14.	Notarized details of manufacturing unit in the format prescribed in <b>Annexure VII</b> .
15.	Notarized copy of Audited Balance Sheets and Profit and Loss statement for three years from 2012-13 to 2014-15.
16.	Notarized copy of documents, if any, to show that the manufacturing units have been WHO GMP/USFDA Certified.
17.	Notarized Declaration on submission of test reports from NABL Accredited Laboratory/Central Drugs Laboratory in the format specified in Annexure VIII.
18.	Notarized Declaration of printing of logo in the format prescribed in <b>Annexure IX</b> .
19.	Notarized details of technical personnel employed in the manufacture and testing of items (Employees' Name(s), Qualification(s), and Experience.
20.	Notary attested copy of valid license for the sale of Drugs imported by the firms issued by the licensing authority, in the case of imported products.
21.	Declaration of the bidder in <b>Annexure XI</b> that the products will be provided with temperature variation indicators like vaccine vial monitors or the consignment will be provided with data loggers for recording the temperature conditions during transit, in case of bidders quoting drugs requiring cold storage.
22.	Notarized details of the bankers of the bidder – Name, address & IFSC code in the format prescribed in <b>Annexure XII</b> .

**Note: -** *The certificates of GMP, non-conviction, market standing etc produced shall be either for production before KMSCL or in general terms and shall be currently valid.*

**6.10. Price Bid(BOQ)**

- 6.10.1. The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.
- 6.10.2. The PRICE BID will contain only the "Price Bid Form" (BOQ) and every bidder shall submit their rates in the prescribed proforma attached to the Bid document. The price bid submitted in any other format will be treated as non-response and not considered for tabulation and comparison.
- 6.10.3. 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.**
- 6.10.4. 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.
- 6.10.5. 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.
- 6.10.6. 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.,
- 6.10.7. The rate quoted in column No. 11 of BOQ (Landed price) will be considered for bid ranking.
- 6.10.8. 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.
- 6.10.9. 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.
- 6.10.10. 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.

## **6.11. Method of Submission of Tender**

- 6.11.1. The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents mentioned in Clause 6.9.1 in the e-tender portal. 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.
- 6.11.2. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".
- 6.11.3. If a particular document/certificate to be uploaded as specified in Clause 6.9.1, is not applicable for a bidder, to avail such claim the bidder shall attach a scanned copy of declaration in the official letter head stating as to why the specific document is not applicable/exempted/not available for the bidder in connection to this tender. Failure to attach any of the documents specified in the Technical Bid requirement of the e-procurement portal will lead to rejection of the bid automatically.
- 6.11.4. Tender by any other means is void.

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

- 6.12.1. The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per the tender schedule (Section III) alone will be accepted by the system. Online bids/balance EMD not submitted within the stipulated time scheduled in Section III will not be accepted.
- 6.12.2. 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.

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

- 6.13.1. The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Tender.

- 6.13.2. No bid will be allowed to be withdrawn in the interval after the last date & time of submission of online Technical Bids and the expiration of the period of bid validity specified in the Tender Document. Withdrawal of a bid during this interval will result in the forfeiture of its EMD and may lead to black listing of the bidder for a period up to 3 years from the date of issue of such order and the bidder shall be ineligible to participate in any of the bids of the Tender Inviting Authority for that period.

#### 6.14 Opening of Tender

- 6.14.1 The opening of the Technical Bid and the Price Bid will be done online as specified. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The date and time of price bid opening will be published on the website of the Corporation along with the list of qualified bidders in technical evaluation.
- 6.14.2 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time on the next working day.

#### 6.15 Evaluation of Tender

- 6.15.1 The findings as to whether the bids are responsive or non-responsive will be published in the website of the Corporation.
- 6.15.2 **Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected summarily. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for rectifying the defects/furnishing the missing documents.**
- 6.15.3 Where the production facilities of the bidder or the level of compliance of GMP requirements 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.

- 6.15.4 The list of eligible bidders/rejected and their accepted products / rejected products as per the findings of the decisions of the Bid evaluation will be published in the website of the Tender Inviting Authority, inviting complaints / suggestions from the bidders / public.
- 6.15.5 The complaints/ suggestions/ comments received will be scrutinized and their findings along with the provisional list of bidders qualified for Price Bid opening along with the date of opening of the Price Bids will be published in the Corporation's website.
- 6.15.6 The Price Bids will be scrutinized and the provisional drug wise rate list of all the accepted products of the eligible bidders will be published in the website of the Tender Inviting Authority inviting complaints / suggestions/comments from the bidders / public.
- 6.15.7 The status of the bidders after the opening of the price 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.
- 6.15.8 The complaints / suggestions/ comments received will be scrutinized and the findings along with the rank list (L1, L2, L3 etc) will be published in the website of the Corporation.
- 6.15.9 Final rate list of L1 bidders will be published in the website of the Corporation.
- 6.15.10 All the other bidders in the bid status will be permitted to match their offered rate with the final L1 rate published.
- 6.15.11 A bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, 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 for a period as decided by the Tender Inviting Authority.
- 6.15.12 The Tender Inviting Authority's decisions on the tender submitted may be based on the recommendations made by the

various technical committees or otherwise as per the clauses as mentioned above.

## **6.16 Inspection of Manufacturing Facilities.**

- 6.16.1** 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.
- 6.16.2** Where inspections are conducted as above, all parts of the manufacturing units including the quality control section will be subjected to rigorous inspection/auditing, irrespective of the items quoted. The bidder/ supplier will have to provide necessary arrangements for the conduct of inspection of all the sections and failure to co-operate with the inspection of the different facilities or in providing information as per the details in the standard inspection report format, will lead to disqualification. However, undue demands, beyond the scope of the standard inspection report format etc made by the members of the inspector(s) shall be immediately notified to the Tender Inviting Authority by the manufacturer by fax/e-mail, so that the disputes could be resolved before the Inspector(s) leave(s) the manufacturing facilities. The decisions of the Inspector(s) will not be communicated to the bidder at their site and shall only be published on the website later.
- 6.16.3** Entry to all the areas of production including sterile products manufacturing/filling areas shall be facilitated.
- 6.16.4** The availability of plant & machinery, technical experts, analytical facilities of quality control lab etc as claimed in the documents submitted along with the compliance of standard operating procedures adapted for the production of quality assured products, and in case of drugs, all other parameters mentioned in the Schedule M of the Drugs and Cosmetics Rules shall be evaluated by the team for considering the eligibility of the firm. Claim of holding the valid GMP certification/valid license will be of no avail for eligibility, if the procedures as stipulated in the Schedule M of the Drugs and Cosmetics Rules are not duly complied with, or if the available plant/ machinery are not in working condition at the time of inspection. Tender

offer will be rejected/ contract will be terminated with due notice in such cases.

- 6.16.5** Control samples and batch manufacturing records for the products offered/ supplied will be checked during inspections. Failure to produce even one batch of the control samples will result in the rejection of that product from the Tender offer as the situation shows lack of proper controls over the quality of the products.
- 6.16.6** Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- 6.16.7** 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.
- 6.16.8** 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.
- 6.16.9** Failure to observe any of the conditions of the licenses issued under the Drugs and Cosmetics Act, by the manufacturer, 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.
- 6.16.10** 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.

## **6.17 Acceptance /Rejection of bids:**

- 6.17.1** The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, user institution, State Government and above all, in public interest.
- 6.17.2** The Tender Inviting Authority attaches prime importance to the following factors in addition to looking at the prices of the products offered.
- 6.17.2.1** Quality of the product supplied.
- 6.17.2.2** The competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule.
- 6.17.3** Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the Price Bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are made in the Price Bid.
- 6.17.4** At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order for the supply of all items or for any one or more of the items in a tender even after it is awarded to the successful bidder for breach of terms and conditions of the tender document and agreement. Contraventions of the Drugs and Cosmetics Act and Rules as noticed by the TIA will also amount to breach of the terms and conditions of the Tender Document and the Contract.
- 6.17.5** The Tender Inviting Authority, or his authorized representative(s) has/have the right to inspect the factories of bidders, before releasing any purchase order(s) or at any point of time during the continuance of the tender and also has the right to reject the



tender or terminate / cancel the purchase orders issued and or not to re-order, based on adverse reports brought out during such inspections.

## **6.18 Other terms and Conditions**

**6.18.1** 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.

## **6.19 Notices**

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

**6.19.2** The tender notices, documents, corrigendum, addendum etc, if any.

**6.19.3** Amendments to the tender conditions, if any.

**6.19.4** Results of the responsiveness of the Technical Bids.

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

**6.19.6** Product wise rate list with the bid ranking status.

**6.19.7** L1 rate list/ bid ranking status.

**6.19.8** Final rate list.

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

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

**6.19.11** The effective date of a notice shall be the date on which the notice is published in the website or when delivered to the

recipient by e-mail/fax or the effective date specifically mentioned in the notice whichever is earlier.

## 6.20 Award of Contract

6.20.1 *Criteria: - The subject tender is a running contract.* The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation subject to the reservations and preferences to the state MSMEs/PSUs.

6.20.2 *Variation of quantities during currency of Contract: -* The quantity of the requirement stated in this Tender Document is an estimated one for the purpose of the contract. The variations as noted above will be  $\pm 25\%$  without any change in the agreed rate and other terms & conditions.

## 6.21 Letter of Intent

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

## 6.22 Signing of Contract

6.22.1 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, furnish the documents required to be furnished and also submit an agreement in the prescribed format as given in **Annexure-XV** within 15 days, in a non-judicial Kerala stamp paper of value of Rs.500/- (stamp duty to be paid by the bidder).

6.22.2 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.

- 6.22.3** The bidders to whom LOI has been placed for the supply of drugs requiring special cold storage conditions shall, at the time of submission of agreement, submit notary attested Documents to prove that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agent having facilities to transport the drugs under cold chain norms within 48 hours from the manufacturing unit to the depot at any one point in the state and such facilities to distribute it to the warehouses of the corporation complying cold chain norms. Where ever drugs license is prescribed for the vehicle transporting the drugs, the notarized copy of the same shall also be furnished.
- 6.22.4** 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 6.38.
- 6.22.5** If the withdrawal is in respect of particular product/products under the circumstances or the situations as above, the EMD will stand forfeited in respect of that/those product(s) and the product(s) will also be liable to be blacklisted as per Clause 6.38.
- 6.22.6** Withdrawal after award of contract will necessitate alternate purchase at the risk and cost of the bidder and the additional cost over and above the accepted price will be recovered from payments due/deposits/BG/by the way of revenue recovery.
- 6.22.7** Non-compliances in any of the contract provisions will lead to the termination of contract and will be liable for blacklisting as per Clause 6.38.
- 6.22.8** 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. Such practices will be deemed as fraudulent practices and also as breach of terms of contract.

All penal provisions such as blacklisting, termination of contract etc will apply. LOI/PO is liable to be cancelled at the risk and cost of the supplier. Product(s), if any, supplied in such manner will be disqualified and rejected summarily.

## 6.23 Security Deposit

- 6.23.1 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 within 10 days from the date of communication of LOI.
- 6.23.2 The Security Deposit should be paid upfront along with each contract on or before the due date fixed in the LOI/PO by 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 – XIII** 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
- 6.23.3 The Security Deposit shall be denominated in Indian Rupees and shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled / Nationalized bank in India and endorsed in favour of the Tender Inviting Authority.
- 6.23.4 In the event of any failure /default/deviations from the tender agreement of the successful bidder with or without any quantifiable loss to the Tender Inviting Authority, the amount of the Security Deposit is liable to be forfeited.
- 6.23.5 Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.
- 6.23.6 The Bank Guarantee submitted in place of 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 the same.

## **6.24 Purchase Procedures**

**6.24.1** 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.

**6.24.2** 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.

**6.24.3** 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.

**6.24.4** 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 suppliers 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:

- i. if L<sub>2</sub> bidder matches with the lowest rate then the quantity will be ordered in the ratio 70:30 between L<sub>1</sub> & L<sub>2</sub> bidders.
- ii. in case of bulk quantity, if L<sub>2</sub> & L<sub>3</sub> bidder's match with the lowest rate then the ratio will be 60:20:20.
- iii. In case L<sub>2</sub> / L<sub>3</sub> bidder has not matched with the lowest rate then the share of the order will be given to the next matched bidder according to the bid ranking status.

**6.24.5** The division of quantity to State MSMEs is as follows;

**6.24.5.1** If the MSME has quoted the lowest rate, the quantity will be ordered as per Clause 6.24.3 and Clause

6.24.4 above. The offer of other MSMEs coming within the price preference of 5% will not be considered.

6.24.5.2 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 6.24.4.

6.24.5.3 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 6.24.3 & 6.25.4 provided the second MSME matches with the first.

6.24.5.4 If the MSMEs matches with the L1 rate then the division will be given as specified in Clause 6.24.3 & 6.24.4 limited to their offered quantity.

6.24.6 If the L<sub>1</sub> supplier has failed to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place Purchase Orders with the Matched L<sub>1</sub> bidder or to the next bidder(s) according to the bid ranking status.

## 6.25 Supply Conditions

6.25.1 Purchase orders will be placed with the successful bidder based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority. The bidder shall furnish the delivery schedule as stipulated in Section V.

6.25.2 The drugs supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section IV. Drugs supplied in contravention to any of the provisions of the Drugs & Cosmetics Act and rules made there under will be rejected.

- 6.25.3 The supplier shall supply the drugs required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.
- 6.25.4 The bidders offering drugs requiring special cold storage conditions should have their own cold chain transporting system or contract agreement had been made with a transporting agent having facilities to transport the drugs under cold chain norms within 48 hours from the manufacturing unit to the depot at any one point in the state and such facilities to distribute it to the warehouses of the corporation complying cold chain norms.
- 6.25.5 Maintenance of cold chain conditions shall apply to all drugs requiring such conditions irrespective of the fact whether they are included in the specific group of drugs requiring cold storage or not. Proof of availability and adherence to such conditions shall be furnished as stipulated by the TIA. Non-adherence to the conditions shall result in summary rejection of the goods supplied. It would be deemed as non-supply and the supplier will be solely responsible for his own losses and the penalties that would be attracted.
- 6.25.6 More than one product shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.
- 6.25.7 On finalization of the contract, the first set of purchase orders will be issued to each supplier. The schedule of supply will be as stipulated in Section V. 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.
- 6.25.8 The quantity supplied in excess of the total ordered quantity will not be accepted. The Tender Inviting Authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- 6.25.9 The labeled shelf life of drugs supplied should be not less than the period mentioned against each item in list of Drugs Tendered (Section IV). Only those bidders who can manufacture and supply the product with the required shelf life

**shall only quote the product. The product of labeled shelf life lesser than required shelf life will not be accepted.**

- 6.25.10** The bidder/supplier shall not have two different shelf life for the same product, either supplied to the KMSCL and open market or other agencies. Where it is found that the bidder has a longer shelf-life for a product supplied to the open market or to other agencies and has adopted a reduced shelf-life for supplies to the KMSCL, it will be deemed as a fraudulent practice and non-compliance of GMP norms and appropriate penal actions will be taken.
- 6.25.11** 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 drugs supplied are in proper packaging capable of protecting the drug throughout their shelf life. Any drug supplied without following the above conditions will be rejected.
- 6.25.12** The bidder shall submit the certificate of analysis from an NABL Accredited Drug Testing Laboratory/Central Drug Laboratory with necessary protocols for every batch of items supplied along with the consignment. The bidder shall furnish a notarized declaration in this regards as specified in **Annexure-VIII** along with the technical bid.
- 6.25.13** Bidder shall supply the product at the Drugs Warehouses of the Kerala Medical Service Corporation Limited located at various places in Kerala and/ or the places/ points specified in purchase orders, by door delivery. If the items are wrongly delivered to the warehouses, expenditure incurred by the Corporation towards transporting the same to the destination warehouse shall be recovered from the supplier. Wrong delivery at a different place will not form ground for claim of 'on time delivery.' The consignment should be delivered at the destination on the scheduled date and mere dispatch on or before the scheduled date of delivery will not be deemed as compliance of the delivery schedule.
- 6.25.14** The supplier have to furnish the details of consignment in advance, while the goods are loaded in the vehicle for obtaining



the e-token. The condition of submitting e-token for all goods moving into/out from the State is as follows;

- 6.25.14.1 *Those consignments requires e-token through Roadways/Airport/Railways shall forward the request to [edtoken@kmscl.kerala.gov.in](mailto:edtoken@kmscl.kerala.gov.in) with the copy of invoice, Expected Check post and date of arrival, Vehicle No. and copy of relevant documents having details of quantity and weight. KMSCL will prepare the e-token and forward to the consignee. The Corporation will not be responsible, if any delay in the preparation of e-token occurred due to errors in invoice, change in arrival Check post/date, incomplete details of vehicle etc.*
- 6.25.14.2 In case of parcel/courier service, the name and TIN no. of the registered agency along with above documents shall be sent to [edtoken@kmscl.kerala.gov.in](mailto:edtoken@kmscl.kerala.gov.in).
- 6.25.15 The supplier shall, after supply of drugs at the specified destinations, submit Invoice (Original) certificate of analysis of each batch tested in **in-house testing laboratory and in NABL Accredited Drug Testing Laboratory/ Central Drug Laboratory, with other relevant documents**, at the Head Office, KMSCL claiming payment for the supply made.
- 6.25.16 The supplier shall supply the drugs at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Chelan and other relevant documents at the destinations. For the purpose of this tender the invoice shall specify the generic name of the drugs 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 dealt with accordingly.
- 6.25.17 The supplier shall take utmost care in supplying quality drugs and ensure that the batch number(s) mentioned in the packages of the

items tally with the batch number(s) mentioned in the Invoice produced to the Tender Inviting Authority for payment. Also the supplier shall ensure the quantity relevant to the Batch Number(s) of the drugs mentioned in the invoice. Where variations are noticed the supplier shall furnish proper document detailing each batch supplied together with quantities there off in each batch. The supplier will not be eligible for payments without furnishing proper document.

- 6.25.18** Certificate of test/ analysis certifying the material supplied to comply with the official standards applicable and/ or other specifications of the tender issued by a NABL Accredited Laboratory/Central Drug Testing Laboratory in respect of each batch of the drug supplied shall be furnished along with the invoice and consignment to the warehouse concerned and also to the TIA directly. The drugs supplied will be released for consumption based on the above test report.
- 6.25.19** It is the onus of the supplier to supply drugs 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-X**. Delivery of goods shall be made as stipulated in the purchase order and deviations will be deemed as non-deliveries and liable for penalties as provided.
- 6.25.20** 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.
- 6.25.21** 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 drugs from any other sources or from open market at the risk & cost of the defaulted supplier. A penalty of 10% of the

value of unexecuted quantity or the extra expenditure incurred for the alternate purchase of the item, whichever is higher will be levied from the defaulted supplier.

**6.25.22** 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.

**6.25.23** The bidders may be required to take back the drugs, which are not utilized by the Tender Inviting Authority within the shelf life period based on mutual agreement.

**6.25.24** In respect of the firm supplying more than one item 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 as per clause 6.38 in addition to other penalties applicable.

## **6.26 Logograms**

**6.26.1** Logogram means, wherever the context occurs, the design as specified in Enclosure-I to **Annexure-IX**. The name of the drug stated in logogram shall be mentioned in English. Logogram and “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products.

**6.26.2** Bidders for the supply of drugs shall be considered only if the bidder gives undertaking as in **Annexure-IX** in this tender that the supply will be prepared and packed with the logogram either printed or embossed as per the design specified in Enclosure-I to **Annexure-IX**.

**6.26.3** The items quoted are to be supplied in standard packing with logogram and “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall also conform to Schedule P1 of the Drugs &

Cosmetics Rules, 1945 and other statutory requirements wherever they apply. Affixing of stickers will be permitted on request only in case of imported products on merits.

6.26.4 Supply of items without the logogram and/or “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” will be treated as breach of the terms of agreement and penalties will be levied as per Clause 6.30.6. Repeated breach of contract on the above condition will result in termination of contract and other penal provisions are applicable.

6.26.5 The items supplied shall not be printed with Maximum Retail Price (MRP) on their primary/ secondary/tertiary packing. Failure to comply with this provision would attract penalty @ 5% of such supply.

## 6.27 Packing

6.27.1 The items shall be supplied in the package specified here under and in **Annexure-X** and the package shall carry the logograms and printings as specified in Enclosure I & II to **Annexure-IX**. The drugs shall also be supplied with bar coding conditions. (For details visit website [www.gs1india.org](http://www.gs1india.org))

6.27.2 2D/1D bar coding as per GS1 standard should be done on primary, secondary and tertiary packing of the supplies as per the specifications given in Enclosure - III to **Annexure-IX**. Supply of items without specified bar coding as per GS1 standards will not be accepted.

6.27.3 The packing in each carton shall be strictly as per the specification mentioned in **Annexure-X**. Supplier shall follow the general requirement that the size of the labels indicating the name and other details of the drugs supplied shall not be less than 30% of the area of the side of the carton. Failure to comply with this provision shall lead to non-acceptance of the goods besides imposition of penalties at the rate of 5% of the total value of items supplied in this manner.

6.27.4 The labels of two or more drugs/materials supplied by the same supplier shall not be identical or resemble in any form especially in colour and markings leading to confusion in identifying the items. Similarly if the Tender Inviting Authority informs that the labels of a relatively new supplier resemble same or another item of another supplier, the new supplier shall change their

labels immediately. For non-compliance of this provision even after the notice, the penalty of 5% of the total value of drug(s) in question will be levied and such drug(s) are liable to be rejected.

- 6.27.5** The cap of vials/bottles should not carry any logo/marks of the supplier. Failure to comply with this provision would attract penalty @ 5% of such supply.
- 6.27.6** The labels in the case of injectables should clearly indicate that the preparation is meant for IM, IV, ID, SC etc.
- 6.27.7** It should be ensured that only first hand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different products/companies are prohibited. The penal charges for usage of packets of other products shall be 5% of the total value of item (s) in question after notice.
- 6.27.8** All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia or other official monograph or other requirements relevant to the drugs concerned.
- 6.27.9** The secondary/tertiary packaging in master carton shall be in 5 ply carton cardboard box and not more than 15 kg. Where heavier packaging is required 7-ply cardboard shall be used. Failure to comply with the packaging requirement would attract penalty @ 5% on the value.
- 6.27.10** Strip packs shall be packed in plastic covers and sealed air tight first before packing in unit cartons.
- 6.27.11** 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. The tertiary carton of every dispatch should be minimum 5 ply cardboard in order to prevent damage during transit. The Tender Inviting Authority shall arrange for the repacking of drugs, if it is found that the packing materials are damaged or deteriorated during storage in the warehouses or user institutions, and such additional cost shall be deducted from the amount payable to the default supplier.

- 6.27.12** 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 6.30.7.
- 6.27.13** The packing's/labels of two different products of a same supplier should be clearly distinct from each other. Supply of products with packing's/labels of same design, color etc by which the products cannot be easily distinguishable, penalty at the rate of 5% will levied for all the items in question/ the items are liable to be rejected. Affixing of labels of primary containers on the outer cartons will also result in the rejection of the consignment. This may result in the termination of the contract and blacklisting of the firm.
- 6.28 Quality Testing, Quality Control Deduction and Penalties**
- 6.28.1** All the batches of the drugs supplied shall be supported by test/analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory. The TIA has the right to get the drugs tested at the laboratories of his choice for further verifications, though this is not a pre-condition for acceptance of goods.
- 6.28.2** The decisions of the Tender Inviting Authority based on the reports of the Drugs Control Department of the State on the quality of the drugs will be conclusive. If any of the item cannot be tested in the Government Drugs Testing Laboratory, due to any reasons, the test results of the Drug Testing Laboratories empanelled by the Corporation will be final and conclusive.
- 6.28.3** Drugs failing in descriptions such as change of colour, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matters/flakes etc make the drug unfit for use and hence will be deemed as Not of Standard Quality summarily for the purposes of the tender and all clauses applicable to Not of Standard Quality Drugs shall apply to such drugs even if the drug has not

been tested in the laboratory. Use of primary and secondary packaging material not suitable or appropriate or adequate enough to preserve the properties of the drug during its entire shelf life period will also cause the drug to be deemed as Not of Standard Quality for the purpose of the tender.

- 6.28.4 The drugs 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*.
- 6.28.5 In case of any complaint received from the institutions, public, Doctors, Medias etc, the available stock will be frozen, payment will be with held and samples of the batch drawn from the point of complaint will be tested for quality.
- 6.28.6 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 bidder will be liable for appropriate action as per the tender conditions and also for other legal actions under the Drugs & Cosmetics Act & Rules as may be initiated by the regulatory department in the case of drugs. 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.
- 6.28.7 In the event the drugs 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.
- 6.28.8 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 and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period upto 3 years as per Clause 6.38.

- 6.28.9 In the case of the bidder supplying more than one item during the contract period, and if two or more items supplied by the supplier are blacklisted based on the above process, then the firm itself will be blacklisted as per the procedure detailed in Clause 6.38.
- 6.28.10 The total value of the entire quantity of Not of Standard Quality batch supplied will be recovered from the supplier.
- 6.28.11 The unused portion of a batch of item declared as Not of Standard Quality shall not be returned to the supplier while such batches will be destroyed and the cost incurred for this purpose will be recovered from the supplier from any money due/becoming due to the supplier.
- 6.28.12 In the case of any drug being spurious or adulterated or misbranded or otherwise contravening the provisions of the law, the company will be blacklisted as detailed in Clause 6.38.
- 6.28.13 The supplier shall furnish Bioavailability/Bioequivalence data or evidence of basis of fixing expiry date and other stability data of items, if so required by the Tender Inviting Authority.
- 6.28.14 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.
- 6.28.15 The decision of the Tender Inviting Authority or any Officer authorized by him as to the quality of the supplied items shall be final and binding.

## **6.29 Payment Provisions**

- 6.29.1 No advance payments towards costs of drugs will be made to the supplier.
- 6.29.2 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 a NABL accredited laboratory/Central Drug Laboratory is furnished along with the invoice in respect of each batch supplied. Where it is observed



that for any batch of the supplies the report as above is not furnished, payment of the entire consignment would be withheld pending verifications and the entire consignment would be liable to be rejected.

- 6.29.3** 95% Payments towards the supply of items will be made 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 security, towards 5% of the contract value which will be released after the above said period. The performance security shall be furnished in form of bank guarantee as in **Annexure–XIV** or demand draft drawn in favour of **Managing Director, KMSCL**. 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. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments as the Corporation has a system of publishing the status of payments. All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc as part of transparency policy.
- 6.29.4** 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 the certificates of analysis from the in-house testing laboratory and NABL accredited laboratory/Central Drug Testing Laboratory in respect of every batch supplied shall be submitted to the Headquarters. The duplicate and triplicate copies of invoices along with test reports from NABL accredited laboratory/Central Drug Testing Laboratory shall 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 along with test reports from NABL accredited

laboratory/Central Drug Testing Laboratory shall 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.

- 6.29.5** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to reduce the level. Failure to supply at the reduced rate will be deemed as withdrawal from the tender and contract and will be dealt with accordingly. If supplies are made at higher rates after the rate of reduction, payments will be eligible at the reduced rates only.
- 6.29.6** In case of any enhancement 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 in the part of the supplier in supplying the item and if such the enhancement occurred in 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.
- 6.29.7** 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.
- 6.30 Penalties & Deduction in Payments**
- 6.30.1** All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in section V.

- 6.30.2** If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in Section V, liquidated damages will be levied at the rates mentioned therein for the delayed supplies, irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
- 6.30.3** Purchase orders will be cancelled under the conditions mentioned in Section V after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.
- 6.30.4** However, the Tender Inviting Authority may receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential item for the user Institutions and in such case, liquidated damages will be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 10%.
- 6.30.5** 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.
- 6.30.6** All the bidders are required to supply the products with logogram, and with prescribed packing specifications.v The supplies shall not be printed with MRP on their primary/secondary/tertiary packing. If there is any deviation in these Tender conditions a penalty will be levied @ 5% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the rights for alternative purchase specified in Clause 6.30.7.
- 6.30.7** 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 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.

**6.30.8** If any of the purchase orders are cancelled due to non-supply/the firm is blacklisted, the Corporation is at liberty to purchase the entire tendered quantity of the item from any other sources at the risk and cost of the defaulted bidder.

**6.30.9** In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

### **6.31 Saving Clause**

**6.31.1** 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.

### **6.32 Applicable Law & Jurisdiction of Courts**

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

**6.32.2** Any bidder who had accepted the Tender Terms and Conditions of previous bids floated by the Corporation and had given a declaration of acceptance but had subsequently violated any of the said Terms and Conditions and for which no other penalty is specified in the Tender Terms and Conditions will be deemed to have indulged in unacceptable/unfair tender practices and the breach of tender/contract terms and will be liable for termination of contract and blacklisting.

**6.32.3** Any and all disputes arising out of this tender will be subject only to the jurisdiction of courts of law / tribunals situated in Thiruvananthapuram City or normally having territorial jurisdiction over Thiruvananthapuram City only, or the High Court of Kerala as applicable. It is possible that jurisdiction to file disputes may be available before courts of law, including High Courts, or tribunals situated elsewhere. However, considering the limited resources of the Corporation, the bidders should specifically agree and covenant not to file any legal proceedings before any such courts of law/tribunals and should undertake

and bind themselves to initiate and carry on legal proceedings in respect of this Tender exclusively before the courts of law/tribunals situated in or normally having territorial jurisdiction over Thiruvananthapuram City, or the High Court of Kerala as applicable. Any bidder who violates these conditions will be held to have indulged in an unacceptable/unfair tendering practice and will be deemed ineligible to participate in any of the bids of the Corporation for a period of three years from the date of the breach/violation of the aforesaid conditions.

**6.32.4** The suppliers are also required to abstain from printing the words “subject to jurisdiction of Delhi Courts only” etc on the invoices submitted, which may force the Tender Inviting Authority to entertain the payment only after the supplier undertakes in writing his/her agreeing to the conditions above in respect of the jurisdiction of the courts of Kerala.

### **6.33 Corrupt or Fraudulent Practices**

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

6.33.1.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any person in the procurement process or in contract execution and related activities of the Corporation.

6.33.1.2 Without prejudice to the provision of Clause 2.1.10 of this Tender Document “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs and Cosmetics Act/submission of fake document will be deemed as fraudulent practices.

Making false/incorrect statement will also be treated as fraudulent practice.

**6.33.2** 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.

**6.33.3** 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/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid.

**6.33.4** 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.

**6.34 Code of Conduct for Suppliers.**

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

A. Labour:

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

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

- Contacting KMSCL officials or persons associated with its activities for no specific reason,
- giving gifts, providing hospitality, invitations for cultural/ scientific/ social events, offer of holidays, free goods or services etc;
- trying to influence officials or the associates of the Corporation under the cover of region, religion, political consideration, language, relationship etc;

- offer of employment to any of the employee' relative or associate of the employee of the Corporation etc. KMSCL will not tolerate any such activity on the part of the suppliers and such norms apply to the employees of the Corporation also.

## 6.35 Force Majeure

6.35.1 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.**

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

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

## 6.36 Resolution of disputes

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



6.36.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the Tender Document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.36.3 In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Secretary to Health, Govt. of Kerala whose decision shall be final.

6.36.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, India.

### 6.37 General/ Miscellaneous Clauses

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

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

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

### 6.38 Procedure for Blacklisting

6.38.1 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 be for a maximum period of three years from the date of such order.** The product(s)/bidder/ supplier will not be eligible to be considered in any of the tender/quotation floated by the Tender Inviting Authority during the period of blacklisting.

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

### **6.39 Provisions for Appeal**

**6.39.1** 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.

### **6.40 Termination of Contract**

**6.40.1** The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.

**6.40.2** Termination for default:- The Tender Inviting Authority without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

**6.40.3** 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.

- 6.40.4 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.40.5 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.
- 6.40.6 Termination for convenience: - The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate *inter alia*, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 6.40.7 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.
- 6.40.8 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.
- 6.40.9 No compensation is payable to the supplier in the event of any termination of contract.

Sd/-  
GOKUL.G.R I.A.S  
Managing Director, KMSCL &  
Tender Inviting Authority

CHECK LIST

TENDER NO. KMSCL/DRGED/ACD/RT/2016/005

DATED 13.04.2016

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

Sl. No.	Document description	Page No.
1.	Check list in <b>Annexure-I</b>	1
2.	Documentary proof that the firm is registered with the Industries department/Directorate of Industries and Commerce of the State of Kerala, if the firm has claimed for exemption from submitting EMD & Tender Document cost, 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 along with the product permit 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 (to prove 3 years market standing) in Form 10, if the product(s) are imported.	
7.	Notarized copy of Current Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing. In case of imported drugs, Bill of lading and market standing certificates to prove 3 years Market Standing.	
8.	Notarized copy of valid GMP Certificate issued by the Licensing authority. If the offered products are manufactured from more than one unit, valid GMP certificate for all the units shall be produced.	
9.	Notarized copy of current Non-conviction Certificate issued by the licensing authority concerned of the State certifying that the manufacturer/importer has not been convicted or no prosecution action is pending under the provisions of the Drugs & Cosmetics Act 1940, by/ before any court of law in contravention to the above Act and Rules and that no suspension or cancellation of the licence has been done in respect of the drugs quoted.	
10.	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	

Sl. No.	Document description	Page No.
	the Annexure IV. In the case of current suppliers or suppliers of any of the past three years, a declaration to that effect together with documentary proof.	
11.	Notarized copy of original Power of Attorney as specified in Clause 6.5.5	
12.	Declaration in the format prescribed in <b>Annexure VI</b> .	
13.	Notarized copy of sales tax clearance certificate together with English translation, wherever required, in the format prescribed in <b>Annexure V</b> .	
14.	Notarized details of manufacturing unit in the format prescribed in <b>Annexure VII</b> .	
15.	Notarized copy of Audited Balance Sheets and Profit and loss statement for three years from 2012-13 to 2014-15.	
16.	Notarized copy of documents, if any, to show that the manufacturing units have been WHO GMP/USFDA Certified.	
17.	Notarized Declaration on submission of test reports from NABL Accredited Laboratory/Central Drugs Laboratory in the format specified in Annexure VIII.	
18.	Notarized Declaration of printing of logo in the format prescribed in <b>Annexure IX</b> .	
19.	Notarized details of technical personnel employed in the manufacture and testing of items (Employees' Name(s), Qualification(s), and Experience).	
20.	Notary attested copy of valid license for the sale of Drugs imported by the firms issued by the licensing authority, in the case of imported products.	
21.	Declaration of the bidder in <b>Annexure XI</b> that the products will be provided with temperature variation indicators like vaccine vial monitors or the consignment will be provided with data loggers for recording the temperature conditions during transit, in case for bidder's quoting drugs requiring cold storage.	
22.	Notarized details of the bankers of the bidder – Name, address & IFSC code in the format prescribed in <b>Annexure XII</b> .	

Place:

Signature:

Date:

Name in Capital Letters:

Seal:

Designation:

LIST OF ITEMS QUOTED

ANNEXURE - II

Tender No. KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016

Bidder Name. & Address .....

Sl No	Drug Code	Drug Name	Strength	Unit	* Whether own Mfg/Loan Licencee /Imported.	Mfg/loan/Import License no: and Date	Date of issue of product approval	Offered Quantity (in units)	Required EMD as per clause 4.1 (in Rs)
1									
2									
3									
4									
5									
<b>Total Amount:</b>									

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

Place : Signature :

Date : Name in Capital Letters :

Designation :

Seal :

ANNEXURE-III

**ANNUAL TURN OVER STATEMENT**

I hereby certify that M/s \_\_\_\_\_ (Name & address \_\_\_\_\_) who is a prospective bidder for the Tender No. **KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Turnover in Crores(Rs.)
1.	2012 - 2013	
2.	2013 - 2014	
3.	2014 - 2015	
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 .....Drug code .....
Tendered Quantity (in units).....* Offered Quantity (in units)..... (*shall be same as in Annexure-II)

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

<b>Product:</b>								
Production details for three years: <b>Year: 2012-13/ 2013-14/ 2014-15</b>								
Furnish statement of all batches produced including rejected batches, if any								
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>2012-13</b>								
<b>2013-14</b>								
<b>2014-15</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.

2012-2013

2013-2014

2014-2015

- 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.

2012-2013

2013-2014

2014-2015

Sales tax paid during the year 2015 -16 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 **KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016** for the procurement of Drugs/supplies for the period of 2016-17 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 I/We possess the valid manufacturing/import license and GMP Certificate as per revised Schedule-'M' issued by the Competent Authority and complies and shall continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under. I/We do hereby understand and agrees that in the event of I/We failing to adhere to the GMP norms at any stage when the contract is in operation, the bid will be rejected/contract will be liable to be terminated and where the failure is observed after the conclusion of the contract, we will be liable for blacklisting according to the provision of this tender.

I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) bided; 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 :

## ANNEXURE – VII

<u>DETAILS OF MANUFACTURING UNIT</u>	
Name of the Bidder	:
Address	:
IT PAN No.	:
Office Phone Nos.	:
Fax No.	:
E-mail	:
Drug Mfg License No. & Date	:
Issued by	:
Valid up to	:
Contact person	:
Designation	:
Phone No.	:
Mobile No.	:
E-mail	:
Address and Email for Correspondence	:

NB: The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

DECLARATION

I/We, Sole Proprietor / Managing Partner / Managing Director of M/s. \_\_\_\_\_ having its Registered Office/Place of business at \_\_\_\_\_ do hereby declare that I/We have carefully read all the conditions of tender **KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016** for the procurement of Drugs/supplies for the period of 2016-17 floated by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram and I/We declare that I/We will furnish the Certificate of Analysis of each batch of item tested in an NABL accredited lab/Central Drug Testing Laboratory approved for the purpose along with the consignment.

I/We do hereby understand and agrees that in the event of failing to produce the certificate or the submitted Certificate found not genuine/forged at any stage, the contract will be liable to be terminated and where the failure is observed after the conclusion of the contract, we will be liable for blacklisting according to the provision of this tender.

I/we agree that Tender Inviting Authority has the liberty to reject the supplies, if received without NABL accredited lab/Central Drug Testing Laboratory approved certificate; we will be liable for all penal actions such as termination of contract and blacklisting.

Seal

Signature :

Name &amp; Address of the bidder :

DECLARATION

I/We M/s. ....  
represented by ..... do hereby declare that I  
/We will supply the Drugs/supplies bearing the logograms as per the designs and barcode  
as specified in the enclosures to this Annexure in the Tender Document and as per the  
instructions given in this regard.

Signature of the Bidder :

Name in capital letters :

Designation :

Seal

Attested by Notary Public

ENCLOSURE-I TO  
ANNEXURE-IX

DESIGN FOR LOGOGRAM



DRUGS/SUPPLIES

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

IMPORTED PRODUCTS

In case of imported products the above logograms and wordings should be printed in indelible ink either on the label borne by the container of the product or on a label or wrapper affixed to any package in which the container is issued.

SPECIMEN LABEL FOR OUTER CARTON

15 cms

SCHEME – Free Supply



10 cms

~~~~~  
Product name :

EXP. DATE :

Batch. : .....

Quantity Packed: .....

Mfg Date: .....

Net Weight: .....

Manufactured by: .....

KERALA GOVT SUPPLY – NOT FOR SALE



BAR CODING DETAILS

Label

|                |   |
|----------------|---|
| BOX NO         | : |
| PO NUMBER      | : |
| SUPPLIER CODE  | : |
| SUPPLIER NAME  | : |
| DRUG CODE      | : |
| DRUG NAME      | : |
| BATCH NO       | : |
| MFG DATE       | : |
| EXPIRY DATE    | : |
| BATCH QUANTITY | : |
| INVOICE NO     | : |
| D C NO         | : |



**PACKING SPECIFICATION****I. SCHEDULE FOR PACKAGING- GENERAL SPECIFICATIONS**

1. No corrugated package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).

| <b>Packing specification of Tablet/ Capsule</b> |                                                             |
|-------------------------------------------------|-------------------------------------------------------------|
| Basic unit                                      | Single Tab/ Cap                                             |
| Primary packing unit                            | Strip of tab/ cap having not more than 15 basic units       |
| Secondary packing unit                          | Box of strips having not more than 15 primary packing units |
| Tertiary packing unit                           | Box having not more than 15 kg weight                       |

2. All Corrugated boxes should be of `A' grade paper ie., Virgin.
3. All items should be packed only in first hand boxes only.
4. **FLUTE**:The corrugated boxes should be of narrow flute.
5. **JOINT**: Every box should be preferably single joint and not more than two joints.
6. **STITCHING**: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
7. **FLAP**:The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60° should not crack.
8. **TAPE**: Every box should be sealed with gum tape running along the top and lower opening.
9. **CARRY STRAP**: Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. **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, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure IX of this document.

*Note: - The name of the drug 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 drug name or separately as another label.*

11. **OTHERS:** No box should contain mixed products or mixed batches of the same product.

## II. **SPECIFICATION FOR THERMOCOL BOXES HOLDING TABLETS / CAPSULES/INJECTABLE (IN VIALS AND AMPOULES)**

- (1) The thermocol box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the cold temperature throughout the period of transit.
- (2) The thermocol box should be packed with sufficient number of cold packs to maintain the desired temperature for the entire contents throughout the period of transit.

Only first hand thermocol boxes should be used

DECLARATION

I/We M/s. \_\_\_\_\_ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at \_\_\_\_\_ and its Factory Premises at \_\_\_\_\_ do hereby declare that I/We have carefully read all the conditions for maintaining the cold chain of the drugs during transporting mentioned in the Tender No. **KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016** for the procurement of Drugs/supplies for the period 2016-17 floated by the Kerala Medical Services Corporation Ltd., Thiruvananthapuram and accepts the condition.

I/we also declare that the products will be provided with temperature variation indicators like vaccine vial monitors or each container of a consignment will be provided with data loggers for recording the temperature conditions during transit, the software of which will be provided to all the warehouses

I/We agree that the Tender Inviting Authority rejecting the consignment, forfeiting the Security Deposit and blacklisting me/us, if the condition of cold chain transportation is not complied with.

Seal

Signature :

Name & Address :

**BANK DETAILS OF THE BIDDER**

1. Tender No: : KMSCL/DRGED/ACD/RT/2016/005 DATED 13.04.2016
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 |
|------|----|-------------------------------------------------------------------------------------------------|

**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 thereof up to a maximum of Rs. .... being the amount 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 ....., 2016 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)**

| Sl. No. | Drug Code | Name of the Drug | Strength | Unit | Quoted Rate | Matched Rate |
|---------|-----------|------------------|----------|------|-------------|--------------|
|         |           |                  |          |      |             |              |
|         |           |                  |          |      |             |              |
|         |           |                  |          |      |             |              |
|         |           |                  |          |      |             |              |

**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)

## APPENDIX – I

| <b>Address of KMSCL Drug Warehouses</b> |                      |                                                                                                                                              |                      |                |            |
|-----------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|------------|
| Sl. No.                                 | District name        | Address                                                                                                                                      | E-mail ID            | Land line No   | Mobile No  |
| 1                                       | Thiruvananthapuram   | District Drug Warehouse, DMO Compound, General Hospital, Palayam, Trivandrum.695035                                                          | kmsclwhtvm@gmail.com | 4015638        | 9496003900 |
| 2                                       | Thiruvananthapuram   | Kinfra International Apparel Park, Thumba, Trivandrum                                                                                        | kmsclwhtvm@gmail.com | 4015638        | 9496003900 |
| 3                                       | Kollam               | District Drug Warehouse, Uliyakovil Nagar, Near Uliyakovil Temple, Kollam East Village                                                       | kmsclwhklm@gmail.com | 0474-2731238   | 9496004500 |
| 4                                       | Pathanamthitta       | District Drug Warehouse - Pathanamthitta, C/o Central Warehousing Corporation, Thottapady, Kunnamthanam PO Thiruvalla, Pathanamthitta-689581 | kmsclwhpta@gmail.com | 0469 - 2690320 | 9496004600 |
| 5                                       | Idukki               | District Drug Ware House, Near Idukki Govt. Medical College, Cheruthoni P.O Painav Idukki - 685602                                           | kmsclwhidk@gmail.com | 04862-232228   | 9496004900 |
| 6                                       | Kottayam DDWH        | District Drug Ware House, Behind District Hospital, Chelliyozhukkam Road, Kottayam                                                           | kmsclwhktm@gmail.com | 0481-2562401   | 9496004800 |
| 7                                       | Kottayam Thellakam   | District Drug Ware House II, MC Rd, Thellakam, Gandhi Nagar P.O, Kottayam                                                                    | kmsclwhktm@gmail.com | 0481-2562401   | 9496004800 |
| 8                                       | Alappuzha DDWH       | District Drug WareHouse, Near General Hospital, Iron Bridge P.O, Alappuzha 688011                                                            | kmsclwhalp@gmail.com | 0477-2252302   | 9496004700 |
| 9                                       | Ernakulam            | District Drug Ware House, Udyogamandal, Near St. Joseph Hospital, Manjummel.                                                                 | kmsclwhekm@gmail.com | 0484-2555009   | 9496005400 |
| 10                                      | Thrissur DDWH        | District Drug Ware House, High Road, OPP. Police Officer's Quarters, Thrissur - 1                                                            | kmsclwhtr@gmail.com  | 0487-2423369   | 9496005600 |
| 11                                      | Palakkad DDWH        | District Drug Ware House, District Hospital Compound, Court Road, Palakkad                                                                   | kmsclwhpkd@gmail.com | 0491-2533336   | 9496006200 |
| 12                                      | Malappuram I (Tirur) | District Drug Warehouse, Near Railway Station Over bridge, Tirur P.O, Malappuram - 676101                                                    | kmsclwhmpm@gmail.com | 0494-2426759   | 9995953165 |

| Address of KMSCL Drug Warehouses |                         |                                                                                                               |                       |              |            |
|----------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------|--------------|------------|
| Sl. No.                          | District name           | Address                                                                                                       | E-mail ID             | Land line No | Mobile No  |
| 13                               | Malappuram II (Manjeri) | District Drug Ware House, State Ware Housing Corporation Compound, Cheranni, Manjeri, Malappuram District.    | kmsclwhmpm2@gmail.com | 04832-760744 | 9496005800 |
| 14                               | Kozhikode               | District Drug Warehouse, Karuvannur Post, Naduvannur (Via), Kozhikode Pin - 673614 Kozhikode Kuttiady Highway | kmsclwhkkd@gmail.com  | 0496-2653930 | 9496006400 |
| 15                               | Kannur DDWH             | District Drug Ware House, Near Palakkadan Swami Madam, Kakkad Road, Kannur                                    | kmsclwhknr@gmail.com  | 0497-2705046 | 9496006700 |
| 16                               | Wayanad Kalpetta        | District Drug Ware House, Near District Hospital, Mananthawadi P.O, Wayanad                                   | kmsclwhwyd@gmail.com  | 4936202898   | 9496006500 |
| 17                               | Wayanad Kalpetta        | State Ware House Building, Near Fathima Hospital, Pinangode Road, Kalpetta                                    | kmsclwhwyd@gmail.com  | 4936202898   | 9496006500 |
| 18                               | Kasargod                | District Drug Ware House, Near Old District Hospital, Kanhangad, Kasaragod                                    | kmsclwhkgd@gmail.com  | 0467-2206464 | 9496006900 |

\*\*\*&\*\*\*