



KERALA MEDICAL SERVICES CORPORATION LTD.,

Thycaud P.O., Thiruvananthapuram-14

Tele Fax No : 0471-2945647,

Ph No 0471-2945600

Email id : kmsclepqtn@gmail.com

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

Notice Inviting Quotation (N.I.Q) (Quotation No: KMSCL/EP/Q67/COVID/2020-21)

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

Sl. No.	Item Name	Indicative Qty.
1	Antigen Rapid test kit for diagnosis of COVID-19	5,00,000 Tests

II. TECHNICAL SPECIFICATIONS

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

III. TERMS AND CONDITIONS

1. Prospective bidders are requested to submit the quotations through e-mail to kmsclepqtn@gmail.com up to 11.00 am, 04.08.2020. Offer received during 31.07.2020 to 04.08.2020 up to 11.00 am will be considered.
2. The quotation documents are published on the website of KMSCL www.kmscl.kerala.gov.in. The excel file as per the format given along with the quotation notice shall be submitted. The price bid shall be submitted as per format given along with quotation notice. The filled in price bid shall be submitted in pdf format after protecting with a password.



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3. The following documents shall be submitted by the bidders and the language for bid submission shall be English.
 - a. Quotation document in the excel format attached along with quotation notice.
 - b. Company registration certificate
 - c. GST registration certificate
 - d. Authorization letter from the manufacturer in case of distributor and direct importer.
 - e. Product details / catalog / brochure
 - f. Approval from ICMR
 - g. License to import / manufacturer from CDSCO / DCGI
 - h. Price bid as per format in pdf and it should be password protected.
 - i. Affidavit as per quotation clause 11
4. Quotation documents submitted in any other format shall not be considered. Incomplete or partially filled quotation documents shall also be not considered. The quotations received without price bid shall be rejected. If password of the price bid is not provided, then the offer will be rejected.
5. Quotations submitted by Consortium / joint quotation (one quotation mentioning two company names) will not be considered. Blacklisted / debarred firms by central or any state Government or any Government organizations / institutions are not eligible to offer quotation and will be rejected.
6. The offer of the firm not matching with the stipulated technical specifications will not be considered. It is mandatory that all the stipulated documents shall be attached along with the quotation, failing which the offer will not be considered.
7. The price bid of the prospective bidders whose offer meets all the stipulated technical specifications and who submits all the documents as per the quotation document will only be considered. The password of price bid will be sought through email only if the offer meets all the stipulated conditions. The bidder who meets all the technical specifications and submits all required documents satisfactorily and offers the lowest per test rate will be declared as the L1 bidder. The result will be published in KMSCL website after due evaluation by the committee. If more than one eligible bidder offers the same lowest rate, then the order quantity will be split equally.
8. The materials shall be delivered by the bidder at the concerned warehouses of KMSCL which will be mentioned in the supply order, within 7 days from the date of supply order.



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9. **100% payment** against delivery by opening **Inland Letter of Credit** against submission of original invoice in triplicate, stamped receipt (Material Receipt Certificate) from KMSCL and bill of exchange OR **100% through RTGS** transfer after delivery. All statutory deductions are applicable.
10. The successful tender shall execute an agreement for ensuring satisfactory supply of the item and its performance while testing.
11. The bidder should submit an affidavit stating that the quoted rate in this quotation is the lowest rate offered for the same model of kit across India. The bidder shall also undertake that if the price of the offered product in the market is reduced during the price firmness period, then the same shall be passed on to KMSCL voluntarily. Failing to adhere to the clause shall lead to recovery of additional payment made if any with 18% interest per annum / blacklisting of the firm for a period of 2 years. The bidder should submit an affidavit in their letter head in this regard as part of the quotation document and failing which the offer shall not be considered.
12. The quantity mentioned is only indicative. The quantity may either increase or decrease as per the actual requirement. The supply order for the quantity mentioned in this document will be issued in batches, based on the requirement and the quantity of each batch may vary from 50,000 to 1lakh.
13. In case of authorized dealer / direct importer, manufacturer's authorization shall be mandatorily submitted.
14. The price must be quoted per test only. Price Offered shall be all inclusive and in Indian Rupees. The quoted basic price should be inclusive of all taxes and duties including GST, customs duty, packing, insurance, transportation till the concerned warehouses of KMSCL, loading and unloading charges, etc till the location mentioned in the Supply order. If GST is not mentioned in the stipulated column of price bid, it will be presumed that the rate offered is inclusive of GST.
15. The items shall be delivered by the bidder at the concerned warehouses of KMSCL mentioned in the supply order.



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16. The bidder shall provide training materials and arrange for online training regarding the effective use of kits for the test of COVID-19 to the end user.
17. The successful bidder shall submit internal validation certificate for each batch supplied along with the delivery of rapid antigen test kits. The bidder shall also furnish the details of protocol adopted for the validation.
18. If the item supplied to user institution is reported to be faulty or defective, then the bidder shall replace the same at free of cost.
19. The rate quoted shall remain valid for 90 days.
20. The other eligible bidders will be given opportunity to match the L1 rate. If the L1 bidder do not have the capacity to supply the order quantity within the stipulated delivery period, Tender Inviting Authority reserves the right to split the order quantity to ensure timely supply. The ratio will be decided by the Tender Inviting Authority.
21. If the successful bidder fails to deliver any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to their rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the item to be supplied per day of delay or part thereof on delayed supply of goods until actual delivery, subject to a maximum of 10% of the supply order value and under any circumstances the delivery will not be accepted after 30 days from the date of supply order.
22. If the successful bidder fails to deliver the materials within the stipulated time period, the Tender Inviting authority reserves the right to cancel the supply order and issue to the next lowest bidder at the risk and cost of L1 bidder.
23. The terms and conditions of the quotation document alone will prevail and any other conditions mentioned by the in the documents submitted by the bidders will not considered.
24. The Tender Inviting Authority reserves the right to take any action deemed fit for any kind of tender violation by the bidders.



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

Thiruvananthapuram
31.07.2020

Sd/-
MANAGING DIRECTOR
Tender Inviting Authority