



KERALA MEDICAL SERVICES CORPORATION LTD.,
(Dept. of Health & Family Welfare, Govt. of Kerala)
Thycaud P.O., Thiruvananthapuram-14
Tele Fax No : 0471-2945647,
0471-2337353, 0471-2945600
E-mail id : edrugs@kmscl.kerala.gov.in

Essential Drug Division
No. KMSCL/DRG/ED/833/2018 (5)

www.kmscl.kerala.gov.in
Date: 03.12. 2018

AMENDMENT NO.1
(ANTI CANCER DRUGS – RCC)

Sub :- KMSCL – e-tender for the Procurement of Anti Cancer Drugs for Regional Cancer Centre for the year 2019-20 – Amendment published – reg.

Ref :- Tender No: KMSCL/DRGED/RCC/RC/2018/018 Dated 21.11.2018

In continuation to the discussions made with the prospective bidders in the pre-tender meeting held on 30.11.2018, the following amendments are made in the tender document referred 1st above.

I. In SECTION IV , Clause 4.1 DETAILS OF ITEMS TENDERED is corrected as follows ;

Category	No of items in each Category	Sl. No. in the list of items quoted (Section 4.1)
Anticancer Drugs - RCC	111	1-111

II. In SECTION IV, Clause 4.1.1 – ANTICANCER DRUGS FOR REGIONAL CANCER CENTRE : The following 29 items are deleted from the list of ANTICANCER DRUGS FOR REGIONAL CANCER CENTRE

4.1.1 ANTICANCER DRUGS FOR REGIONAL CANCER CENTRE							
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
3	D24171C	AFATINIB TAB	20 mg	1 no	100	36	1600
4	D24172C	AFATINIB TAB	30 mg	1 no	100	36	1700
5	D24173C	AFATINIB TAB	40 mg	1 no	1,200	36	20800
9	D24177C	AXITINIB TAB	5 mg	1 no	1,800	36	41200

4.1.1 ANTICANCER DRUGS FOR REGIONAL CANCER CENTRE							
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
10	D24178C	AZACITIDINE INJ	100 mg	Vial	100	18	2200
24	D24069C	CETUXIMAB INJ	100 mg	Vial	2,200	36	370700
28	D24073C	CLADRIBINE INJ USP	10 mg	Vial	50	24	5000
29	D24183C	CRIZOTINIB CAP	250 mg	1 no	3,600	36	47000
36	D24080C	DASATINIB TAB	50 mg	1 no	2,500	36	62100
39	D24186C	DEGARELIX INJ	80 mg	Vial	100	36	12600
40	D24187C	DEGARELIX INJ	120 mg	Vial	50	36	7600
41	D24188C	DENOSUMAB INJ	120 mg	Vial	50	36	12300
50	D24190C	ERIBULIN INJ	2 ml	Vial	50	48	13700
67	D24193C	IDARUBICIN INJ USP	5 mg	Vial	120	36	6200
76	D24118C	LAPATINIB TAB IP	250 mg	1 no	15,000	24	57100
93	D24201C	NILOTINIB CAP	200 mg	1 no	2,000	36	29400
94	D24132C	OCTREOTIDE INJ LA	20 mg	Vial	20	36	5700
95	D24204C	OCTREOTIDE INJ LA	30 mg	Vial	40	36	12300
102	D24206C	PANITUMUMAB INJ	100 mg	Vial	25	24	7800
103	D24207C	PAZOPANIB TAB	400 mg	1 no	15,000	24	57400
107	D24208C	PERTUZUMAB INJ	420 mg	Vial	25	24	47400
112	D24211C	RASBURICASE INJ	1.5 mg	Vial	150	24	24600
113	D24212C	REGORAFENIB TAB	40 MG	1 no	1,700	36	18600
117	D24148C	SUNITINIB CAP	25 mg	1 no	400	36	12600
118	D24216C	SUNITINIB CAP	12.5 mg	1 no	350	36	5600
120	D24217C	TEGAFUR +URACIL CAP	100mg + 224mg	1 no	6,000	36	6400
126	D24219C	TRABECTEDIN INJ	1 mg	Vial	20	24	5700
127	D24220C	TRASTUZUMAB EMTANSINE INJ	100 mg	Vial	15	24	17800
128	D24221C	TRASTUZUMAB EMTANSINE INJ	160 mg	Vial	10	36	18900

The above Drugs in the BOQ (Price Bid Format) also stand deleted to above extent.

III. In **SECTION IV**, Clause **4.1.1** – ANTICANCER DRUGS FOR REGIONAL CANCER CENTRE: The strength of the item in **Sl.No. 14** and also the required EMD (in Rs) for the item in **SL No.56** are corrected, and to be read as follows;

4.1.1 ANTICANCER DRUGS FOR REGINAL CANCER CENTRE							
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
14	D24062C	BLEOMYCIN INJ IP	15 Units	Vial	2,700	24	10100
56	D24099C	EXEMESTANE TAB	25 mg	1 no	48,000	24	8700

4.1.1 ANTICANCER DRUGS FOR REGINAL CANCER CENTRE							
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
The Strength of the item (SL NO.14) in the BOQ (Price Bid Format) also stand corrected to the above extent.							

IV. In section 5.2 (Eligibility Criteria for participating in the tender), the clause 5.2.1.3 is corrected and to be read as follows;

5.2.1.3 The bidders are permitted to offer one item from more than one manufacturing unit. In such circumstances an inspection fee of Rs. 50,000/- for each additional manufacturing unit should be remitted to KMSCL, if the additional manufacturing unit has not been inspected by the Tender Inviting Authority for the past 3 years, in the dates specified in clause 3.2

V. In section 6.4 (Mode of payment of Tender Document Cost & EMD), the clauses 6.4.2.2 to 6.4.2.6 are corrected and to be read as follows;

6.4.2.2 State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of the listed banks for making the remittances in e-procurement System.

6.4.2.3 During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI and Other Banks** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to proceed with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option

to view the bank selection page. Here, bidders can select from any of the listed Banks to proceed with its Net Banking Facility, for remitting the payments.

- 6.4.2.4** Transaction Charges for Other Banks is fixed, vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-.
- 6.4.2.5** Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.
- 6.4.2.6** **It is necessary to click on "Freeze bid" link / icon** to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing / opening during bid opening process.

VI. In section **6.28** (Payment Provisions), clause **6.28.3** is corrected and to be read as follows;

- 6.28.3** 95% Payments towards the supply of items will be made as per terms and conditions laid down in the Tender Document. In such cases, balance 5% would be retained as performance security.

100% payment towards the supply will be released to those suppliers who have furnished an additional Performance Guarantee for 5% of the total LOI value, along with Security Deposit.

The performance guarantee shall be furnished in form of bank guarantee as in **Annexure–XI** valid for a period of 18 months from the date of LOI or Demand Draft drawn in favour of the Managing Director, KMSCL. Refund of the retention amount/performance guarantee will be made only after 18 months from the date of execution of agreement or 3 months after satisfactory completion of supply, whichever is later.

VII. The format of Performance Bank Guarantee is inserted as **Annexure – XI** of the tender document.

VIII. Appendix II – List of Drugs which require Mandatory testing at NIB: The following items are deleted from the List of drugs which require mandatory testing at NIB;

SL No	Drug Code	Drug Name	Strength	Unit
1	D24227C	FILGRASTIM INJ	300IU	Vial
2	D24228C	FILGRASTIM INJ	300IU	PFS

All other terms and conditions in the tender remain the same.

**Sd/-
MANAGING DIRECTOR
TENDER INVITING AUTHORITY**

FORMAT OF PERFORMANCE BANK GUARANTEE

To

The Kerala Medical Services Corporation Ltd
(Address)

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 up to 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 a Letter of Intent with the contractor in terms of the LOI No: dated for drugs/supplies whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 18 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the terms of the agreement, we, the hereby undertake that it will in the event of

the Contractor, failing to deliver the materials in accordance with the conditions of the agreement, pay to the beneficiary on demand any sum or sums which may from time to time be demanded by the beneficiary after the date there of up to a maximum of Rs. being the 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 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.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs.
- ii) The Bank Guarantee shall be valid up to
- 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.