



KERALA MEDICAL SERVICES CORPORATION LTD

(A Government of Kerala Undertaking)

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e-TENDER DOCUMENT

FOR THE PROCUREMENT OF

DRUGS CATEGORY I & II

(for the year 2026-27)

No: KMSCL/ED/ I&II/RC/2025/027 DATED 11.12.2025

<i>Date and time of commencement of the Tender</i>	:	11.12.2025	3.00 pm
<i>Last date and time for the online uploading of Tender</i>	:	07.01.2026	05.00 pm
<i>Date and time of online opening of Technical Bid</i>	:	12.01.2026	11.00 am

For details;

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 1st 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 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 dialysis units, cath labs, 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) is designed by National Informatics Centre (NIC) and supported by the IT Mission, Kerala.
- 1.3. All notices/decisions will be published from time to time on our website www.kmscl.kerala.gov.in.
- 1.4. The money spent by the Corporation is public money and hence accountable. 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 products are procured and supplied.

11.12.2025

Sd/-
Managing Director, KMSCL
&
Tender Inviting Authority

SECTION II

2. General Definitions/Explanations

- 2.1 *Government* means - Government of Kerala, represented by the Secretary to Health & Family Welfare, Thiruvananthapuram.
- 2.2 *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.
- 2.3 *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.
- 2.4 *Running Contract* – means contract for the supply of an approximate quantity of items at a specified price during a certain period.
- 2.5 *e-tender* -The process of notifying/ floating tender and pursuing actions of tender opening online.
- 2.6 *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.
- 2.7 *User Institutions* - are government departments, health care institutions, autonomous bodies, Local Self-Government Institutions etc for which the drugs under this tender are procured.
- 2.8 *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 Health Mission (NHM), 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.

- 2.9 *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 upto 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 by Drugs Control Department 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.
- 2.10 *Drug* - means and includes, substances defined as drug in the Drugs and Cosmetics act 1940.
- 2.11 *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.
- 2.12 *L1 rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.
- 2.13 *NPPA* - The National Pharmaceutical Pricing Authority is a government regulatory agency that controls the prices of pharmaceutical drugs in India.
- 2.14 *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.
- 2.15 *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.

- 2.16 *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.
- 2.17 *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.
- 2.18 *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.
- 2.19 *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.
- 2.20 *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.
- 2.21 *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.
- 2.22 *‘State 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.
- 2.23 *Empaneled 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.
- 2.24 *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.

The consideration of Drugs Testing Laboratory of the Drugs Control Department, Kerala as Appellate Laboratory as above is for the purpose of proceeding under this tender only and does not preclude actions under the Drugs & Cosmetics Act for appeal over the report of the Government analyst.

2.25 *NABL Accredited LAB* - The testing Laboratories duly recognized by the National Accreditation Board for Testing and Calibration Laboratories (a Constituent Board of Quality Council of India) for the technical competence for performing the specific tests with reference to international standards.

Such Laboratories should have NABL accreditation in relevant disciplines separately to perform quality tests for the tested category of items and shall be duly approved by the D&C Act, in case of drugs. The NABL accredited laboratory should furnish certificate of analysis as per Form 39 of D & C Rules.

The NABL accredited laboratory, for the purpose of this tender, means a third party independent testing laboratory satisfying the above requirements and which shall not be a part of the manufacturing unit or not owned by the manufacture/bidder.

The NABL test report should be complete and covering all parameter specified in the official monographs or other standards.

2.26 Pre-Tender Meeting

2.26.1 **Date, time and venue of pre-tender meeting will be published in the official website of the Corporation.**

2.26.2 Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the Tender Document and to get the views of the prospective bidders, as part of ensuring transparency in the tender process.

2.26.3 It is an opportunity for the prospective bidders to obtain all the details about the tendered items, conditions governing the bids and also to get the explanation of any ambiguous conditions, if any, in the Tender Document.

2.26.4 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the Tender Document on the basis of expert advice.

- 2.26.5 Failure to attend the pre-tender meeting will not be a disqualification, but is an opportunity missed by the prospective bidders to understand the Tender conditions.
- 2.26.6 The bidders are required to upload online bids preferably after the date of pre-tender meeting.

SECTION III

3. TENDER SCHEDULE

3.1. TENDER DETAILS

1.	<i>Tender No.</i>	KMSCL/ED/I&II/RC/2025/027
2.	<i>Cost of Tender Document</i>	29,500/- (Inclusive of GST 18%)
3.	<i>Earnest Money Deposit</i>	Shall be as specified in Clause 4.1 and 6.4. The minimum EMD of Rs 50,000 shall be submitted online along with cost of tender document.
4.	<i>Validity of EMD</i>	6 months from the date of opening of Technical Bid.
5.	<i>Security Deposit</i>	5% of the total value of the LOI
6.	<i>Validity of Security Deposit</i>	18 months from the date of LOI 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>	11.12.2025 03.00 pm
2.	<i>Date and time of pretender meeting</i>	Will be published in the official website of the Corporation
3.	<i>Last date and time of uploading (by bidders) of tender</i>	07.01.2026 05.00 pm
4.	<i>Date & time for receipt of sealed cover containing</i> <i>(a.) Balance EMD by way of DD/BG</i> <i>(b.) Factory re-inspection fee by way of DD (if applicable)</i> <i>(c.) Factory inspection fee for additional units by way of DD (if applicable)</i>	07.01.2026 10.00 am To 09.012026 05.00 pm
5.	<i>Date and time of opening of the Technical Bid</i>	12.01.2026 11.00 am
6.	<i>Date of opening of the price bid</i>	Price bids of the bidders qualified in technical evaluation will be opened on the date published on the website of the Corporation

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)
Category I	Drugs	403	1 - 403
Category II	Drugs Requiring Cold Storage Facilities	16	404- 419

4.1. LIST OF ITEMS TENDERED

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
1	D01019	ACECLOFENAC TAB IP	100 mg	1 No	5,69,88,551	24	1,24,500
2	D19006	ACETAZOLAMIDE TAB IP	250 mg	1 No	5,94,743	36	6,200
3	D13036	ACETYL SALICYLIC ACID TAB IP(GASTRO-RESISTANT)	150 mg	1 No	3,38,46,751	24	1,27,700
4	D13024	ACETYLSALICYLIC ACID TAB IP(GASTRO-RESISTANT)	75 mg	1 No	8,39,13,439	24	1,94,400
5	D06002 /12	ACTIVATED CHARCOAL IP	10 gm	Packet	2,200	36	900
6	D15014	ACYCLOVIR EYE OINTMENT IP	3% w/w	5 gm Tube	10,217	24	3,600
7	D09004	ACYCLOVIR ORAL SUSPENSION IP	400 mg/5 ml	100 ml Bottle	1,678	24	4,100
8	D09002 /12	ACYCLOVIR TAB IP	400 mg	1 No	33,39,847	24	63,500
9	D13062	ADENOSINE INJ IP	3 mg/ml	2 ml Amp	15,826	24	6,300
10	D05005	ADRENALINE BITARTRATE INJ IP	1 mg/ml	1 ml Amp	5,79,258	12	27,400
11	D08015	ALBENDAZOLE ORAL SUSPENSION IP	200 mg/5 ml	10 ml Bottle	4,78,747	24	25,100
12	D08001	ALBENDAZOLE TAB IP	400 mg	1 No	1,20,73,442	36	1,24,900
13	D01013	ALLOPURINOL TAB IP	100 mg	1 No	1,51,006	24	2,900
14	D17007 /12	ALPRAZOLAM TAB IP	0.25 mg	1 No	25,05,911	36	6,400

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
15	D02091	AMIKACIN SULPHATE INJ IP	250 mg/2 ml	2 ml Vial	6,35,699	24	70,900
16	D03003	AMINOPHYLLINE INJ IP	25 mg/ml	10 ml Amp	22,787	24	3,500
17	D13040	AMIODARONE STERILE CONCENTRATE IP	50 mg/ml	3 ml	26,570	24	8,000
18	D13041	AMIODARONE TAB IP	100 mg	1 No	1,54,921	24	3,900
19	D17063	AMISULPRIDE TAB IP	100 mg	1 No	32,26,797	24	34,900
20	D17005	AMITRIPTYLINE TAB IP	25 mg	1 No	37,57,867	36	35,300
21	D13031 /12	AMLODIPINE TAB IP(FILM COATED)	5 mg	1 No	28,89,96,570	24	4,03,500
22	D02036 /12	AMOXICILLIN AND POTASSIUM CLAVULANATE TAB IP	500 mg + 125 mg	1 No	5,10,82,883	24	26,92,600
23	D02044	AMOXYCILLIN DISPERSIBLE TAB IP	250 mg	1 No	1,54,89,875	24	1,82,200
24	D02092	AMOXYCILLIN + POTASSIUM CLAVULANATE ORAL SUSPENSION	Each ml of reconstituted suspension contains; Amoxycillin Trihydrate IP equivalent to Amoxicillin 80mg and Potassium Clavunate IP equivalent to Clavulanic Acid 11.4 mg	10 ml Bottle	20,400	18	4,200
25	D02049	AMOXYCILLIN AND POTASSIUM CLAVULANATE INJ IP	1.2 gm	10 ml Vial	6,18,184	24	1,87,000
26	D02197	AMOXYCILLIN AND POTASSIUM CLAVULANATE ORAL SUSPENSION IP	Each 5 ml contains; 400 mg + 57 mg	60 ml Bottle	9,47,165	18	4,42,800
27	D02005	AMOXYCILLIN CAP IP	500 mg	1 No	7,34,75,952	24	14,59,200
28	D02033	AMOXYCILLIN ORAL SUSPENSION IP	250 mg/5 ml	60 ml Bottle	18,27,751	18	3,14,400
29	D02007	AMPICILLIN CAP IP	250 mg	1 No		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
					20,69,170		27,900
30	D02041	AMPICILLIN CAP IP	500 mg	1 No	14,10,392	24	33,700
31	D02008	AMPICILLIN INJ IP	500 mg	Vial	10,68,873	24	77,500
32	D20105	ANTACID SUSPENSION	Each 5 ml contains Dried Aluminium Hydroxide Gel IP- 250 mg, Magnesium Hydroxide IP- 250 mg, Activated Dimethicone- 50 mg	100 ml Bottle	16,25,196	24	2,31,800
*33	D21012	ANTI SNAKE VENOM (FREEZE DRIED) POLYVALENT INJ	10 ml	Vial	33,531	36	1,85,200
34	D13013	ATORVASTATIN TAB IP	10 mg	1 No	26,09,35,183	24	5,17,700
35	D13043	ATORVASTATIN TAB IP	20 mg	1 No	6,18,03,434	24	1,95,800
36	D04023	ATRACURIUM BESYLATE INJ IP	10 mg/ml	2.5 ml Amp	88,516	24	18,300
37	D15016	ATROPINE EYE DROPS BP/USP	0.01	5 ml Bottle	6,158	24	900
38	D15017	ATROPINE EYE OINTMENT IP	1% w/w	5 gm	4,025	12	600
39	D04007	ATROPINE SULPHATE INJ IP	0.6 mg/ml	1 ml Amp	4,62,668	24	12,900
40	D06017	ATROPINE SULPHATE INJ IP	1 mg/ml	100 ml	6,772	24	3,000
41	D02052	AZITHROMYCIN INJ	500 mg	10 ml Vial	20,967	24	10,200
42	D02093	AZITHROMYCIN ORAL SUSPENSION IP	200 mg/5 ml	30 ml Bottle	6,65,226	24	1,80,200
43	D02031	AZITHROMYCIN TAB IP	500 mg	1 No	2,13,05,179	24	17,67,100
44	D01049	BACLOFEN TAB IP	10 mg	1 No	17,13,493	24	7,800
\$45	D14026 /12	BENZYL BENZOATE APPLICATION IP	25% w/w	100 ml Bottle	28,672	24	4,600
46	D02009	BENZYL PENCILLIN INJ	10 lakhs units	Vial		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
		IP			4,24,106		49,600
47	D05017	BETAHISTINE TAB IP	8 mg	1 No	1,96,22,155	36	39,900
48	D05004	BETAMETHASONE INJ IP	4 mg/ml	1 ml Amp	1,83,784	24	9,900
49	D14046	BETAMETHASONE DIPROPIONATE CREAM IP	0.05% w/w	10 gm Tube	14,18,462	24	85,400
50	D15019	BIMATOPROST EYE DROPS	0.0003	3 ml	62,879	24	29,600
51	D20038	BISACODYL SUPPOSITORY IP	5 mg	1 No	71,568	24	4,900
52	D20012	BISACODYL TAB IP	5 mg	1 No	45,04,733	36	16,200
53	D15021	BRIMONIDINE TARTRATE EYE DROPS IP	0.20% w/v	5 ml	57,379	24	10,200
54	D05038	BROMHEXINE TAB IP	8 mg	1 No	4,60,152	36	14,100
55	D03080	BUDESONIDE INHALATION IP	200 mcg/puff	200 MD	1,33,178	24	1,04,800
56	D03025	BUDESONIDE NEBULISER SUSPENSION	0.5 mg/ml	2 ml respules	14,00,275	24	47,200
57	D04017	BUPIVACAINE HYDROCHLORIDE IN DEXTROSE INJ USP	0.005	4 ml Amp	74,155	24	6,100
58	D04031	BUPIVACAINE INJ IP	0.005	20 ml Vial	27,070	24	7,000
59	D04030	BUPIVACAINE INJ IP	0.25%	20 ml Vial	29,671	24	10,400
60	D03079	CAFFEINE CITRATE ORAL SOLUTION IP	20 mg/ml (equivalent to 10 mg of caffeine base)	1 ml Vial	8,072	24	15,800
\$61	D14030 /12	CALAMINE LOTION IP	50 ml	Bottle	13,17,126	24	1,37,900
62	D22059	CALCIUM AND VITAMIN D3 TAB IP	Equivalent to elemental Calcium 500 mg and Vitamin D3 250IU	1 No	16,55,35,612	24	3,99,800
63	D22025	CALCIUM CARBONATE +VITAMIN D3 SUSPENSION	250 mg+ 125 IU	100 ml Bottle	26,509	24	2,800

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
64	D12029	CALCIUM DOBESILATE CAP	500 mg	1 No	6,73,993	36	24,000
65	D22003	CALCIUM GLUCONATE INJ IP	10% w/v	10 ml	2,21,564	24	16,200
66	D07024	CARBAMAZEPINE ORAL SUSPENSION BP/USP	100 mg/5 ml	30 ml Bottle	1,942	24	400
67	D07005	CARBAMAZEPINE TAB IP	200 mg	1 No	60,42,854	36	55,900
68	D11007	CARBIDOPA + LEVODOPA TAB IP	25 mg+ 100 mg	1 No	10,56,363	24	22,900
69	D15022	CARBOXY METHYLCELLULOSE EYE DROPS IP	0.50% w/v	10 ml	7,15,053	24	39,600
70	D13045	CARVEDILOL TAB IP	6.25 mg	1 No	31,88,604	36	14,900
71	D13070	CARVEDILOL TAB IP	25 mg	1 No	72,822	24	8,600
72	D02035	CEFADROXIL TAB IP	500 mg	1 No	19,15,887	24	77,900
73	D02094	CEFAZOLIN SODIUM INJ IP	1 gm	Vial	35,003	24	9,600
74	D02113	CEFIXIME ORAL SUSPENSION IP	100 mg/5ml	30 ml Bottle	2,10,940	24	34,500
75	D02055	CEFIXIME TAB IP	200 mg	1 No	1,67,62,642	24	5,42,200
76	D02056	CEFOPERAZONE + SULBACTAM INJ	1 gm + 0.5 gm	Vial	17,77,781	24	4,31,400
77	D02026	CEFOTAXIME SODIUM INJ IP	1 gm	Vial	21,98,163	24	3,21,800
78	D02057	CEFPODOXIME PROXETIL TAB IP	200 mg	1 No	15,83,436	24	56,200
79	D02034	CEFTRIAZONE INJ IP	1 gm	Vial	22,43,789	24	3,23,500
80	D02095	CEFUROXIME AXETIL ORAL SUSPENSION BP/USP	125 mg/5 ml	30 ml Bottle	17,193	18	6,600
81	D02020	CEFUROXIME INJ IP	750 mg	Vial	7,45,583	24	1,30,900
82	D02101	CEPHALEXIN CAP IP	500 mg	1 No	65,693	24	4,600
83	D02112	CEPHALEXIN ORAL SUSPENSION (DRY) IP	125 mg/5 ml	60 ml Bottle	87,461	18	12,900
84	D05018	CETIRIZINE SYRUP IP	5 mg/5 ml	30 ml Bottle	34,89,261	24	1,86,200
85	D05010	CETIRIZINE TAB IP	10 mg	1 No	9,95,55,687	36	1,22,300

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
86	D14022	CHLORHEXIDINE MOUTH WASH IP	0.2% w/v	60 ml Bottle	2,55,220	24	20,100
87	D05008	CHLORPHENIRAMINE MALEATE INJ IP	10 mg/ml	1 ml Amp	4,50,073	24	16,300
88	D05019	CHLORPHENIRAMINE MALEATE TAB IP	4 mg	1 No	4,86,81,791	24	55,700
89	D17002	CHLORPROMAZINE TAB IP	50 mg	1 No	19,32,502	24	24,000
90	D13071	CHLORTHALIDONE TAB IP	12.5 mg	1 No	1,60,53,328	24	42,100
91	D13072	CILNIDIPINE TAB IP	10 mg	1 No	1,50,31,632	24	36,600
92	D13073	CILOSTAZOL TAB IP	50 mg	1 No	8,50,927	24	12,300
93	D17035	CINNARIZINE TAB IP	25 mg	1 No	28,15,419	24	10,700
94	D15024	CIPROFLOXACIN + DEXAMETHASONE EYE/EAR DROPS	0.3 % + 0.1 %	10 ml	1,49,474	24	12,300
95	D02063	CIPROFLOXACIN + TINIDAZOLE TAB	500 mg + 600 mg	1 No	17,97,445	36	39,500
96	D15002	CIPROFLOXACIN EYE DROPS IP	0.3% w/v	5 ml Bottle	8,96,558	24	44,300
97	D02012	CIPROFLOXACIN INJ IP	2 mg/ml	100 ml Bottle	2,29,959	24	27,800
98	D02011	CIPROFLOXACIN TAB IP	500 mg	1 No	96,16,886	36	1,19,500
99	D02098	CLINDAMYCIN + CLOTRIMAZOLE VAGINAL PESSARY	100 mg + 200 mg	1 No	3,06,062	24	21,200
100	D07009	CLOBAZAM TAB IP	5 mg	1 No	16,11,028	24	9,200
101	D07033	CLOBAZAM TAB IP	10 mg	1 No	41,11,212	36	27,500
102	D14031	CLOBETASOLE PROPIONATE CREAM IP	0.05% w/w	15 gm Tube	6,55,179	24	43,800
103	D16009	CLOMIPHENE CITRATE TAB IP	50 mg	1 No	13,458	36	800
104	D17061	CLOMIPRAMINE CAP IP	25 mg	1 No	31,846	24	1,200
105	D17076	CLOMIPRAMINE TAB	75 mg	1 No	24,219	24	2,500
106	D17038	CLONAZEPAM TAB IP	0.5 mg	1 No	85,53,640	24	17,300
107	D13046	CLONIDINE TAB IP	100 mcg	1 No		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
					52,97,015		17,800
108	D13023	CLOPIDOGREL TAB IP	75 mg	1 No	9,09,95,123	24	4,85,400
109	D08039	CLOTRIMAZOLE CREAM IP	1% w/w	10 gm Tube	40,96,546	24	1,79,400
110	D08021	CLOTRIMAZOLE MOUTH PAINT	0.01	15 ml	65,722	24	7,900
111	D08008	CLOTRIMAZOLE VAGINAL PESSARIES IP	200 mg	1 No	2,60,234	24	10,100
112	D02006	CLOXACILLIN CAP IP	250 mg	1 No	32,41,192	24	48,300
113	D02029	CLOXACILLIN INJ IP	500 mg	IM/IV Vial	67,211	24	7,600
114	D17014	CLOZAPINE TAB IP	25 mg	1 No	31,73,535	36	14,900
115	D17015	CLOZAPINE TAB IP	100 mg	1 No	52,06,430	36	69,500
116	D02002	CO-TRIMOXAZOLE ORAL SUSPENSION IP	40 mg + 200 mg	50 ml Bottle	19,790	24	2,700
117	D02001	CO-TRIMOXAZOLE TAB IP	160 mg+ 800 mg	1 No	13,47,862	36	19,200
118	D03082	COUGH SYRUP	Each 5 ml contains: Ambroxol HCL- 15 mg, Guiphenesin- 50 mg , Terbutaline Sulphate- 1.25 mg , Menthol- 2.5 mg, Flavoured syrupy base q.s	100 ml Bottle	1,76,77,196	24	23,73,200
119	D05021	DEFLAZACORT TAB	6 mg	1 No	38,23,369	24	36,000
120	D06022	DEFERRIOXAMINE INJ IP	500 mg	Vial	2,950	24	4,600
121	D05001	DEXAMETHASONE INJ IP	4 mg/ml	2 ml Vial	17,88,848	24	78,000
122	D15069	DEXAMETHASONE EYE DROPS BP	0.1%	5 ml	18,736	24	6,700
123	D05003	DEXAMETHASONE TAB IP	0.5 mg	1 No	3,92,068	24	700
124	D04024	DEXMEDETOMIDINE INJ	200 mcg/2 ml	2 ml		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
		USP		Amp	21,519		49,800
125	D12007	DEXTRAN 40 IN SODIUM CHLORIDE INJ IP	Low Molecular Wt Dextran 10% in Sodium Chloride Inj 0.9%	500 ml Bottle	1,159	24	4,800
126	D18006	DEXTROSE INJ IP	25%	100 ml Bottle	5,32,758	24	69,400
127	D18003	DEXTROSE INJ IP	5%	500 ml Bottle	4,37,148	36	83,100
128	D18004	DEXTROSE INJ IP	10%	500 ml Bottle	57,497	36	12,800
129	D07007	DIAZEPAM INJ IP	5 mg/ml	2 ml Amp	17,248	24	1,800
130	D07026	DIAZEPAM SUPPOSITORY	5 mg	1 No	7,154	36	600
131	D17001	DIAZEPAM TAB IP	5 mg	1 No	15,46,642	36	5,900
132	D01028	DICLOFENAC GEL IP	1% w/w	25 gm Tube	1,10,29,781	24	5,87,200
133	D01005	DICLOFENAC SODIUM INJ IP	25 mg/ml	3 ml Amp	4,99,743	24	12,100
134	D01004	DICLOFENAC SODIUM TAB IP(GASTRO-RESISTANT)	50 mg	1 No	3,78,25,190	24	63,200
135	D20009	DICYCLOMINE HCL INJ IP	10 mg/ml	2 ml Amp	6,49,649	24	15,700
136	D20008	DICYCLOMINE HCL TAB IP	10 mg	1 No	96,12,122	36	12,900
137	D08003	DIETHYL CARBAMAZINE TAB IP	100 mg	1 No	16,80,169	24	4,500
138	D13015	DIGOXIN INJ IP	0.5 mg/2 ml	2 ml	733	24	100
139	D13014	DIGOXIN TAB IP	0.25 mg	1 No	6,05,620	18	4,500
140	D13076	DILTIAZEM INJ IP	5 mg/ml	5 ml Vial	1,323	24	300
141	D13004	DILTIAZEM TAB IP	30 mg	1 No	7,54,712	36	5,000
142	D13017	DOBUTAMINE HCL INJ IP	50 mg/ml	5 ml Amp/Vial	24,686	24	5,100
143	D20072	DOMPERIDONE SUSPENSION IP	5 mg/5 ml	30 ml Bottle	63,747	24	7,000
144	D20007 /12	DOMPERIDONE TAB IP (FILM COATED)	10 mg	1 No	1,06,49,188	24	22,200

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
145	D17062	DONEPEZIL TAB IP	10 mg	1 No	8,65,107	24	13,400
146	D13016	DOPAMINE HCL INJ IP/USP	40 mg/ml	5 ml	66,142	24	6,300
147	D15027	DORZOLAMIDE + TIMOLOL EYE DROPS IP	2 % w/v + 0.5 % w/v	5 ml	75,802	24	46,400
148	D15028	DORZOLAMIDE EYE DROPS IP	2% w/v	5 ml	68,193	24	28,300
149	D02014 /12	DOXYCYCLINE TAB USP	100 mg	1 No	2,78,03,018	24	2,10,600
150	D20027	DOXYLAMINE SUCCINATE TAB USP	10 mg	1 No	1,66,277	18	21,400
151	D13032 /12	ENALAPRIL MALEATE TAB IP(FILM COATED)	5 mg	1 No	1,56,78,940	24	49,000
**152	D12060	ENOXAPARIN INJECTION IP (LOW MOLECULAR WEIGHT HEPARIN INJ)	40 mg/0.4 ml	Amp	5,03,629	24	3,06,800
153	D17029	ESCITALOPRAM TAB IP	10 mg	1 No	77,03,872	24	24,400
154	D21048	FEBUXOSTAT TAB	40 mg	1 No	17,75,421	24	12,600
155	D01023	FENTANYL CITRATE INJ IP	50 mcg/ml	2 ml Amp	2,49,529	24	24,000
156	D22006	FERROUS SULPHATE TAB IP	Each tablet contains Dried Ferrous Sulphate 200 mg equivalent to elemental iron 60 mg	1 No	4,49,67,293	24	52,000
157	D08014	FLUCONAZOLE TAB IP	150 mg	1 No	30,02,598	24	48,600
158	D05037	FLUNARIZINE TAB IP	10 mg	1 No	26,68,081	36	10,100
159	D15029	FLUOROMETHOLONE EYE DROPS IP	0.1% w/v	5 ml	39,194	24	16,300
160	D17036	FLUOXETINE CAP IP	20 mg	1 No	23,97,494	24	12,100
161	D17013	FLUPHENAZINE DECANOATE INJ IP	25 mg	1 ml Amp	63,057	24	8,800
162	D15030	FLURBIPROFEN EYE DROPS IP	0.03% w/v	5 ml	1,04,652	24	9,400
163	D12002	FOLIC ACID TAB IP	5 mg	1 No	3,64,83,958	36	51,700
164	D19002	FRUSEMIDE INJ IP	10 mg/ml	2 ml		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
				Amp	17,83,781		40,900
165	D19001	FRUSEMIDE TAB IP	40 mg	1 No	1,11,59,009	36	29,100
166	D19016	FUROSEMIDE ORAL SOLUTION	10 mg/ml	30 ml Bottle	1,714	24	1,400
167	D07016	GABAPENTIN TAB IP	100 mg	1 No	1,13,07,050	24	46,500
168	D15032	GENTAMICIN EYE DROPS IP	0.3% w/v	5 ml	15,891	24	1,400
169	D02013	GENTAMICIN INJ IP	40 mg/ml	IM/IV 2 ml Vial	5,74,654	24	28,700
170	D21028	GLIMEPIRIDE TAB IP	1 mg	1 No	18,08,15,164	24	2,12,700
171	D21032 /12	GLIMEPIRIDE TAB IP	2 mg	1 No	25,94,61,249	24	3,43,300
172	D20104	Glycerine and Sodium Chloride Enema	Contains: Glycerine IP 15% w/v, Sodium Chloride IP 15% w/v and Purified Water IP q.s	100 ml	1,39,233	18	43,500
173	D04019	GLYCOPYRROLATE INJ IP	0.2 mg/ml	1 ml Amp	1,67,975	24	12,300
174	D17012	HALOPERIDOL INJ IP	5 mg/ml	1 ml Amp	85,591	24	6,000
175	D17010	HALOPERIDOL TAB IP	5 mg	1 No	26,33,322	24	10,800
176	D17052	HALOPERIDOL TAB IP	1.5 mg	1 No	1,11,322	24	1,300
**177	D12003	HEPARIN SODIUM INJ IP	5000 IU/ml	5 ml Vial	7,71,835	36	6,16,000
178	D15034	HOMATROPINE EYE DROPS IP	2% w/v	5 ml	40,910	24	11,000
179	D19005	HYDROCHLOROTHIAZIDE TAB IP	25 mg	1 No	1,69,15,903	24	43,000
180	D05002	HYDROCORTISONE SODIUM SUCCINATE INJ IP	100 mg	Vial	21,22,098	24	1,88,100
181	D08024	HYDROXY CHLOROQUINE TAB IP	200 mg	1 No	24,91,701	36	40,100
182	D12006	HYDROXY ETHYL STARCH IV INFUSION 6%	130 kDa/0.4	500 ml Bottle	7,595	36	15,600

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
183	D16024	HYDROXY PROGESTERONE CAPROATE INJ IP	250 mg/ml	2 ml Amp	7,798	24	8,700
184	D15035	HYDROXY PROPYL METHYL CELLULOSE EYE DROPS	0.30%	10 ml	3,83,884	24	37,700
185	D24108 C	HYDROXY UREA CAP IP	500 mg	1 No	4,42,490	24	11,700
186	D15036	HYDROXYPROPYL METHYL CELLULOSE OPHTHALMIC SOLUTION	2%	2 ml [PFS]	67,432	24	28,700
187	D05024	HYDROXYZINE TAB IP	25 mg	1 No	2,38,385	24	7,100
188	D20028	HYOSCINE BUTYLBROMIDE INJ IP	20 mg/ml	1 ml Amp	9,689	36	800
189	D01031	INDOMETHACIN CAP IP	25 mg	1 No	6,89,603	24	8,200
190	D23001	IOHEXOL INJ USP	350 mg/ml	50 ml	79,513	36	4,09,100
191	D23007	IOHEXOL INJ USP	350 mg/ml	100 ml Bottle	92,090	36	8,21,000
192	D03013	IPRATROPIUM NEBULISING SOLUTION	250 mcg/ml	15 ml	2,63,760	24	30,500
193	D22016	IRON SUCROSE INJ USP	20 mg elemental Iron/ml	5 ml Amp	2,77,637	24	30,900
194	D04022	ISOFLURANE LIQUID	100 ml	Bottle	8,164	36	42,100
195	D13002	ISOSORBIDE DINITRATE TAB IP	10 mg	1 No	1,97,20,275	36	46,700
196	D08026	IVERMECTIN TAB IP	6 mg	1 No	85,912	24	9,300
197	D04001	KETAMINE INJ IP	50 mg/ml	10 ml Vial	12,353	24	9,100
198	D08030	KETOCONAZOLE CREAM BP	2%	5 gm Tube	2,10,623	24	13,200
199	D01051	KETOROLAC TROMETHAMINE INJ IP	30 mg/ml	1 ml Amp	1,73,284	24	10,000
200	D13063	LABETALOL INJ IP	5 mg/ml	4 ml Amp	68,120	24	7,600
201	D13051	LABETALOL TAB IP	100 mg	1 No	4,51,042	24	6,600
202	D20015	LACTULOSE SOLUTION IP	667 mg/ml	100 ml	8,24,045	24	3,50,500
203	D07018	LEVETIRACETAM TAB	500 mg	1 No		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
		IP			1,01,60,672		1,38,600
204	D05027	LEVOCETIRIZINE TAB IP	5 mg	1 No	83,61,205	24	12,100
205	D02075	LEVOFLOXACIN TAB IP	500 mg	1 No	3,30,125	24	8,300
206	D04018	LIGNOCAINE 2% WITH ADRENALINE INJ IP	1:200000	30 ml	1,60,423	12	28,300
207	D04003	LIGNOCAINE HCL GEL IP	2% w/v	30 gm Tube	3,59,195	24	39,000
208	D04061	LIGNOCAINE HCL INJ IP	4% w/v	30 ml Vial	14,735	24	3,900
209	D04029	LIGNOCAINE HCL INJ IP (FOR IV USE- PRESERVATIVE FREE)	2% w/v	30 ml Vial	47,333	24	7,200
210	D04038	LIGNOCAINE HCL INJ IP (FOR IM USE)	2% w/v	10 ml Vial	4,24,590	24	32,800
211	D02076	LINEZOLID INJ	200 mg/100 ml	300 ml Bottle	1,09,705	24	52,500
212	D02078	LINEZOLID TAB IP	600 mg	1 No	5,93,638	24	26,400
213	D14024	LIQUID PARAFFIN IP	100 ml	Bottle	6,72,130	36	1,27,100
214	D17025	LITHIUM CARBONATE TAB IP	300 mg	1 No	58,97,665	24	55,800
215	D17034	LORAZEPAM INJ IP	2 mg/ml	2 ml Amp	1,31,792	24	9,900
216	D17033	LORAZEPAM TAB IP	2 mg	1 No	62,20,546	36	38,600
217	D13011	LOSARTAN POTASSIUM TAB IP	25 mg	1 No	5,73,31,973	24	1,46,900
218	D13053	LOSARTAN POTASSIUM TAB IP	50 mg	1 No	14,66,29,041	24	5,13,100
219	D16007	MAGNESIUM SULPHATE INJ IP	500 mg/ml	2 ml Amp	1,85,220	24	10,300
220	D14042	MAGNESIUM SULPHATE PASTE BP	100 gm	Bottle	1,41,802	36	37,600
221	D18010	MANNITOL INJ IP	20% w/v	100 ml Bottle	3,60,117	24	77,600
222	D16016	MEDROXY PROGESTERONE ACETATE TAB IP	10 mg	1 No	3,10,860	36	5,000
223	D01100	MEFENAMIC ACID SUSPENSION IP	100 mg/5 ml	60 ml Bottle	1,56,773	24	25,400
224	D01014	MEFENAMIC ACID TAB BP	500 mg	1 No	2,52,66,034	24	1,42,800

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
225	D02096	MEROPENEM INJ IP	1 gm	Vial	3,64,355	24	2,41,800
226	D21076	METFORMIN HCl SUSTAINED RELEASE TAB IP	500 mg	1 No	55,31,85,382	24	18,49,500
227	D21065	METFORMIN HYDROCHLORIDE SUSTAINED RELEASE TAB IP	1 gm	1 No	5,93,04,233	24	3,51,000
228	D05028	METHYL PREDNISOLONE SODIUM SUCCINATE INJ USP	1 gm	Vial	77,379	24	1,01,000
229	D12068	METHYLENE BLUE INJ	10 mg/ml	Amp	2,791	24	5,300
230	D20005	METOCLOPRAMIDE INJ IP	5 mg/ml	2 ml Amp	71,042	24	3,100
231	D20006	METOCLOPRAMIDE TAB IP	10 mg	1 No	2,90,890	24	2,800
232	D13131	METOPROLOL SUCCINATE PROLONGED RELEASE TAB IP	50 mg	1 No	5,70,44,351	24	2,23,700
233	D02097	METRONIDAZOLE BENZOATE ORAL SUSPENSION IP	200 mg/5 ml	30 ml Bottle	23,527	24	2,300
234	D02086	METRONIDAZOLE GEL IP	1% w/w	25 gm Tube	2,77,443	24	46,000
235	D02025	METRONIDAZOLE INJ IP	5 mg/ml	100 ml Bottle	19,50,713	36	2,19,200
236	D02024	METRONIDAZOLE TAB IP	400 mg	1 No	76,62,400	36	43,500
237	D14041	MICONAZOLE CREAM IP	2% w/w	10 gm Tube	1,66,523	36	10,400
238	D07011	MIDAZOLAM INJ IP	1 mg/ml	5 ml Vial	2,58,722	24	26,600
239	D16017	MIFEPRISTONE TAB IP	200 mg	1 No	42,978	24	19,300
240	D16026	MISOPROSTOL TAB IP	200 mcg	1 No	4,12,242	24	12,400
241	D05029	MONTELUKAST TAB IP	10 mg	1 No	1,00,18,773	24	55,100
242	D01010	MORPHINE SULPHATE INJ IP	15 mg/ml	1 ml Amp	24,222	24	3,200
243	D01052	MORPHINE SULPHATE TAB IP	10 mg	1 No	17,80,500	24	18,600

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
244	D15041	MOXIFLOXACIN EYE DROPS IP	0.5% w/v	5 ml	5,65,204	24	28,000
245	D18007 /12	MULTIPLE ELECTROLYTES AND DEXTROSE INJECTION IP TYPE I	Each 100 ml Contains Sodium Acetate 0.32 g, Potassium Chloride 0.13 g, Dipotassium Hydrogen Phosphate 0.026 g, Magnesium Chloride 0.031 g, Dextrose 5.0 g, Water for injection q.s.	500 ml Bottle	33,726	24	9,400
246	D14035	MUIPIROCIN OINTMENT IP	2% w/w	5 gm Tube	23,43,687	18	2,62,900
247	D06014	N-ACETYL CYSTEINE INJ	1 g	5 ml Amp	1,09,324	24	16,100
248	D06015	N-ACETYL CYSTEINE TAB	600 mg	1 No	22,38,073	24	53,600
249	D06003	NALOXONE INJ IP	400 mcg/ml	1 ml Amp	1,169	24	1,000
250	D15042	NATAMYCIN OPHTHALMIC SUSPENSION IP	5% w/v	5 ml	6,287	12	6,400
251	D16018	NATURAL MICRONISED PROGESTERONE SOFT GELATIN CAP	100 mg	1 No	5,43,017	24	22,900
252	D13064	NEBIVOLOL TAB IP	5 mg	1 No	48,43,101	24	39,700
253	D04008	NEOSTIGMINE METHYL SULPHATE INJ IP	0.5 mg/ml	1 ml Amp	1,60,515	24	7,800
254	D15044	NEPAFENAC OPHTHALMIC SUSPENSION	0.1% w/v	5 ml	1,02,233	12	28,700
255	D13084	NICORANDIL TAB IP	5 mg	1 No	11,08,727	18	18,700
256	D13065	NIFEDIPINE PROLONGED-RELEASE TAB IP	10 mg	1 No	1,33,54,111	24	74,500

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
257	D13034	NIFEDIPINE PROLONGED-RELEASE TAB IP	20 mg	1 No	23,70,403	24	15,500
258	D02193	NITROFURANTOIN SUSTAINED RELEASE TAB	100 mg	1 No	21,03,543	24	21,900
259	D13028	NITROGLYCERIN INJ IP	25 mg/5 ml	Amp	56,283	24	9,600
260	D13137	NITROGLYCERINE SUSTAINED RELEASE TAB	2.6 mg	1 No	55,73,050	24	40,000
261	D29005	NORADRENALINE STERILE CONCENTRATE IP	0.2% w/v	2 ml Amp	3,99,732	24	33,500
262	D16020	NORETHISTERONE TAB IP	5 mg	1 No	3,74,050	30	8,600
263	D02016	NORFLOXACIN TAB IP	400 mg	1 No	49,37,014	24	69,600
264	D02018	OFLOXACIN INFUSION IP	2 mg/ml	100 ml Bottle	19,633	24	2,800
265	D15046	OFLOXACIN OPHTHALMIC SOLUTION IP	0.30%	10 ml	50,584	24	4,300
266	D02017	OFLOXACIN TAB IP	200 mg	1 No	17,54,764	36	14,600
267	D17020	OLANZAPINE TAB IP	5 mg	1 No	54,07,460	24	12,700
268	D17016	OLANZAPINE TAB IP	10 mg	1 No	58,54,947	24	16,700
269	D20004 /12	OMEPRAZOLE (GASTRO RESISTANT) CAP IP	20 mg	1 No	8,95,96,057	24	3,68,600
270	D20014	ONDANSETRON INJ IP	2 mg/ml	2 ml Amp	27,78,641	24	71,800
271	D20041	ONDANSETRON ORAL SOLUTION IP	2 mg/5 ml	30 ml Bottle	3,59,699	24	26,300
272	D20032	ONDANSETRON TAB IP	4 mg	1 No	1,01,00,458	24	20,300
273	D20011 /12	ORS POWDER IP	Single dose sachet	20.5 gm Packet	91,02,884	24	2,25,600
274	D09007	OSELTAMIVIR CAP IP	75 mg	1 No	29,23,036	36	2,20,400
275	D07019	OXCARBAZEPINE TAB IP	150 mg	1 No	25,90,331	36	33,500
276	D07031	OXCARBAZEPINE TAB IP	300 mg	1 No	25,38,157	24	61,100

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
277	D15071	OXYMETAZOLINE HYDROCHLORIDE NASAL SOLUTION (PAEDIATRIC) IP	0.025% w/v	10 ml	4,93,154	24	35,600
278	D20033	PANTOPRAZOLE (GASTRO RESISTANT) TAB IP	40 mg	1 No	16,21,13,536	24	7,01,500
279	D20018	PANTOPRAZOLE INJ IP	40 mg	10 ml Vial	62,89,194	24	3,17,000
280	D01003	PARACETAMOL PAEDIATRIC SYRUP/SUSPENSION IP	125 mg/5 ml	60 ml Bottle	62,99,983	24	4,38,000
281	D01035	PARACETAMOL INFUSION IP	1 gm/100 ml	100 ml Bottle	23,04,835	24	4,23,300
282	D01009	PARACETAMOL INJ	150 mg/2 ml	2 ml Amp	16,39,446	24	54,300
283	D01034	PARACETAMOL PAEDIATRIC SYRUP/SUSPENSION IP	250 mg/5 ml	60 ml Bottle	29,17,164	24	2,23,300
284	D01036	PARACETAMOL SUPPOSITORY BP	80 mg	1 No	1,99,611	36	10,800
285	D01037	PARACETAMOL SUPPOSITORY BP	170 mg	1 No	2,08,235	36	14,300
286	D01002	PARACETAMOL TAB IP	500 mg	1 No	28,63,95,049	36	8,63,000
287	D01067	PARACETAMOL TAB IP	650 mg	1 No	3,52,68,728	36	1,39,600
288	D02108	PENICILLIN G POTASSIUM TAB USP	4,00,000 Units	1 No	56,306	18	1,100
289	D01008	PENTAZOCINE LACTATE INJ IP	30 mg/ml	1 ml Amp	68,257	24	5,900
290	D14036	PERMETHRIN CREAM	5%	30 gm	1,63,140	24	19,100
291	D14037	PERMETHRIN LOTION	5% w/v	50 ml Bottle	14,496	24	2,000
#292	D01007	PETHIDINE HYDROCHLORIDE INJ IP	50 mg/ml	2 ml Amp	15,009	24	8,500
293	D05007	PHENIRAMINE MALEATE TAB IP	25 mg	1 No	17,51,182	36	7,800
294	D07003	PHENOBARBITONE SODIUM INJ	200 mg/ml	1ml Amp	5,222	24	700
295	D07001	PHENOBARBITONE TAB IP	30 mg	1 No	24,39,942	36	11,600
296	D07002	PHENOBARBITONE TAB IP	60 mg	1 No	38,25,297	36	39,000

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
297	D07008	PHENYTOIN SODIUM INJ IP/BP/USP	50 mg/ml	2 ml Amp	3,92,389	24	17,600
298	D07004	PHENYTOIN SODIUM TAB IP	100 mg	1 No	65,89,185	24	21,000
299	D12005	PHYTOMENADIONE (VITAMIN K1) INJ IP	10 mg/ml	1 ml Amp	1,67,217	24	19,200
300	D15049	PILOCARPINE NITRATE EYE DROPS IP	2% w/v	5 ml	7,379	24	3,400
301	D02039	PIPERACILLIN 4GM + TAZOBACTAM 500 MG INJ IP	4.5 gm	Vial	14,73,610	24	7,53,900
302	D02084	PIPERACILLIN+ TAZOBACTAM INJ IP	1 gm + 125 mg	Vial	22,655	24	5,600
303	D02083	PIPERACILLIN+ TAZOBACTAM INJ IP	2 gm + 250 mg	Vial	1,50,352	24	44,900
304	D01046	PIROXICAM TAB IP	20 mg	1 No	3,21,776	36	10,600
305	D18014	POTASSIUM CHLORIDE INJ IP	15% w/v	10 ml Amp	2,00,898	24	17,100
306	D18018	POTASSIUM CHLORIDE ORAL SOLUTION USP	10%	100 ml	46,669	36	13,600
307	D18015	POTASSIUM CITRATE SOLUTION	Each 5 ml contains Potassium Citrate-1100 mg + Citric Acid-334 mg	200 ml	89,358	24	31,300
308	D14043	POVIDONE IODINE OINTMENT USP	5% w/w	10 gm Tube	21,82,538	24	1,25,400
309	D14011	POVIDONE IODINE SOLUTION IP	5% w/v	500 ml Bottle	3,32,827	24	2,54,200
310	D25004	POVIDONE IODINE SOLUTION IP	7.5% w/v	500 ml Bottle	54,784	24	68,500
311	D06004	PRALIDOXIME CHLORIDE INJ IP	1 gm	Vial	1,257	24	2,000
312	D13056	PRAZOSIN TAB(EXTENDED RELEASE)	5 mg	1 No	12,09,697	24	20,000
313	D15052	PREDNISOLONE ACETATE OPHTHALMIC SUSPENSION	1%	5 ml	84,104	24	10,400
314	D05065	PREDNISOLONE SYRUP	15 mg/5 ml	60 ml Bottle	82,403	24	33,000
315	D05034	PREDNISOLONE TAB IP	5 mg	1 No	47,62,755	24	14,100

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
316	D05011	PREDNISOLONE TAB IP	10 mg	1 No	95,08,669	24	44,400
317	D01053	PREGABALIN TAB	75 mg	1 No	19,52,470	24	12,600
318	D08041	PRIMAQUINE TAB IP	7.5 mg	1 No	12,884	36	300
319	D17041	PROCHLORPERAZINE INJ IP	12.5 mg/ml	1 ml Amp	2,09,768	24	24,700
320	D17040	PROCHLORPERAZINE TAB IP	5 mg	1 No	19,19,125	24	9,700
321	D05009	PROMETHAZINE INJ IP	25 mg/ml	2 ml Amp	3,69,072	24	17,200
322	D05015	PROMETHAZINE TAB IP	10 mg	1 No	85,698	24	800
323	D15053	PROPARACAINE HCL OPHTHALMIC SOLUTION	0.50%	5 ml	42,246	12	14,700
324	D04010	PROPOFOL INJ IP	1% w/v	20 ml Vial	49,932	24	17,800
325	D04011	PROPOFOL INJ IP	1% w/v	50 ml Vial	24,871	24	24,700
326	D13029 /12	PROPRANOLOL TAB IP	20 mg	1 No	21,41,542	24	27,000
327	D12012	PROTAMINE SULPHATE INJ IP	10 mg/ml	5 ml Amp	7,643	24	2,400
328	D17021	QUETIAPINE TAB IP	25 mg	1 No	64,79,841	24	18,300
329	D17056	QUETIAPINE TAB IP	100 mg	1 No	65,79,039	24	39,100
330	D20021	RABEPRAZOLE GASTRO RESISTANT TAB IP	20 mg	1 No	1,05,85,037	24	55,100
331	D13059	RAMIPRIL TAB IP	5 mg	1 No	27,10,074	24	12,900
332	D20001	RANITIDINE HCL INJ IP	50 mg /2 ml	2 ml Amp	95,742	24	2,600
333	D20002	RANITIDINE HCL TAB IP	150 mg	1 No	9,68,59,816	24	4,67,900
334	D18009	RINGERS LACTATE INJ IP	500 ml	Bottle	25,67,283	36	5,32,400
335	D17075	RISPERIDONE TAB IP	2 mg	1 No	1,81,66,052	24	35,500
336	D17074	RISPERIDONE TAB IP	1 mg	1 No	50,31,026	24	12,300
337	D03017	SALBUTAMOL INHALATION IP	100 mcg/puff	200 MD	6,64,928	36	3,48,000

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
338	D03059	SALBUTAMOL NEBULISER SOLUTION	5 mg/ml	15 ml	6,40,361	24	62,900
339	D03004	SALBUTAMOL SULPHATE TAB IP	4 mg	1 No	1,89,46,536	36	28,700
340	D03024	SALBUTAMOL SYRUP IP	2 mg/5 ml	60 ml Bottle	47,50,762	24	3,38,000
341	D14055	SALICYLIC ACID OINTMENT IP	6% w/w	30 gm Tube	89,353	24	22,600
342	D15011	SALINE NASAL DROPS	0.65% w/v	15 ml Bottle	41,65,353	24	2,01,200
343	D01041	SERRATIOPEPTIDASE TAB IP	10 mg	1 No	2,97,34,712	24	97,400
344	D17019	SERTRALINE TAB IP	50 mg	1 No	33,09,444	36	20,300
345	D14001 /12	SILVER SULPHADIAZINE CREAM IP	1% w/w	500 gm	17,937	24	53,200
346	D14066	SILVER SULPHADIAZINE CREAM IP	1% w/w	25 gm	2,32,472	24	33,300
347	D15008	SODIUM BICARBONATE EAR DROPS BP	10 ml	Bottle	1,20,206	24	19,000
348	D04012	SODIUM BICARBONATE INJ IP	7.5% w/v	10 ml Amp	1,63,181	24	14,600
349	D18002	SODIUM CHLORIDE & DEXTROSE INJ IP	0.9%+5% w/v	500 ml Bottle	14,05,313	36	2,67,100
350	D18017	SODIUM CHLORIDE INJ IP	0.9% w/v	100 ml Bottle	30,35,770	36	3,13,100
351	D18001	SODIUM CHLORIDE INJ IP	0.9% w/v	500 ml Bottle	93,97,969	36	18,99,600
352	D18016	SODIUM CHLORIDE INJECTION	3%	100 ml Bottle	2,72,358	24	39,200
353	D07010	SODIUM VALPROATE GASTRO RESISTANT TAB IP	500 mg	1 No	1,45,27,574	36	2,54,800
354	D07006	SODIUM VALPROATE GASTRO RESISTANT TAB IP	200 mg	1 No	1,17,66,250	36	1,03,800
355	D07021	SODIUM VALPROATE INJ IP	100 mg/ml	5 ml Vial	8,914	24	1,900
356	D07023	SODIUM VALPROATE ORAL SOLUTION IP	200 mg/5 ml	100 ml Bottle	45,963	24	23,300
357	D19003	SPIRONOLACTONE TAB IP	25 mg	1 No	42,30,361	24	43,200

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
358	D15018	STERILE OPHTHALMIC IRRIGATING SOLUTION (GLASS BOTTLE/OT PACK)	Each ml Contains: Sodium Chloride 6.4 mg, Potassium Chloride 0.75 mg, Calcium Chloride 0.48 mg, Magnesium Chloride 0.3 mg, Sodium Acetate 3.9 mg, Sodium Citrate 1.7 mg, Water for injection q.s.	500 ml Bottle	23,681	24	29,200
359	D20036	SUCRALFATE SUSPENSION	1 g/5 ml	100 ml Bottle	2,52,810	24	84,200
360	D01015 /12	SULFASALAZINE TAB BP/USP	500 mg	1 No	88,461	36	2,800
361	D25002	SURGICAL SPIRIT IP	500 ml	Bottle	4,07,743	36	2,44,100
362	D13061	TELMISARTAN TAB IP	40 mg	1 No	22,72,06,172	24	7,15,700
363	D21058	TENELIGLIPTIN TAB IP	20 mg	1 No	44,55,513	24	27,000
364	D03001	THEOPHYLLINE AND ETOPHYLLINE INJ	50.6 mg+ 169.4 mg	2 ml Amp	19,90,143	24	73,400
365	D03002	THEOPHYLLINE AND ETOPHYLLINE TAB	23 mg+ 77 mg	1 No	8,25,74,999	36	2,19,600
366	D22032	THIAMINE INJ IP	100 mg/ml	2 ml	4,26,363	18	20,800
367	D22033	THIAMINE TAB IP	100 mg	1 No	27,84,092	18	18,500
368	D04014	THIOPENTONE SODIUM INJ IP	0.5 g	Vial	21,264	24	7,200
369	D21019 /12	THYROXINE SODIUM TAB IP	25 mcg	1 No	81,03,721	18	18,600
370	D21036	THYROXINE SODIUM TAB IP	50 mcg	1 No	1,33,46,452	18	30,900
371	D21019	THYROXINE SODIUM TAB IP	100 mcg	1 No	1,33,34,642	18	35,100
372	D21094	THYROXINE SODIUM TAB IP	12.5 mcg	1 No	28,27,538	18	28,300

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
373	D15005	TIMOLOL MALEATE EYE DROPS IP	0.5% w/v	5 ml/Bottle	64,518	24	5,800
374	D15066	TOBRAMYCIN EYE/EAR DROPS	0.3% w/v	5 ml Bottle	3,48,554	24	24,600
375	D19010	TORSEMIDE TAB IP	10 mg	1 No	13,98,892	24	6,100
376	D19009	TORSEMIDE TAB IP	20 mg	1 No	9,62,893	24	6,700
377	D01011	TRAMADOL INJ	50 mg/ml	1 ml Amp	10,75,238	24	32,300
378	D01048	TRAMADOL PROLONGED RELEASE TAB IP	50 mg	1 No	22,24,388	24	32,300
379	D12015	TRANEXAMIC ACID INJ IP	500 mg/5 ml	5 ml Amp	4,19,795	24	39,700
380	D12014	TRANEXAMIC ACID TAB IP	500 mg	1 No	18,47,461	36	51,800
381	D11001	TRIHEXYPHENIDYL TAB IP	2 mg	1 No	1,91,76,802	24	37,600
382	D15060	TROPICAMIDE + PHENYLEPHRINE OPHTHALMIC SOLUTION	0.8% + 5%	5 ml	61,041	24	17,200
383	D15006	TROPICAMIDE EYE DROPS IP	1% w/v	5 ml	12,763	24	3,900
\$384	D14027	TURPENTINE LINIMENT IP	100 ml	Bottle	12,90,331	24	2,92,000
385	D20037	URSODEOXYCHOLIC ACID TAB IP	300 mg	1 No	29,55,546	24	1,46,800
386	D02027	VANCOMYCIN IV INFUSION IP	500 mg	Vial	1,27,937	24	42,700
387	D04020	VECURONIUM BROMIDE INJ IP	4 mg	Vial	39,272	24	11,400
388	D04021	VECURONIUM BROMIDE INJ IP	10 mg	Vial	1,11,699	24	66,200
389	D13007 /12	VERAPAMIL TAB IP	40 mg	1 No	1,32,120	24	1,000
390	D22063	VITAMIN B COMPOUND STRONG TAB BPC	Each Tablet Containing Nictonamide IP 20 mg, Pyridoxine HCl IP 2 mg, Riboflavin IP 2 mg, Thiamine HCl	1 No	7,68,71,543	24	3,07,800

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
			IP 5 mg				
391	D12001 /12	VITAMIN B12/ CYANOCOBALAMIN INJ IP	100 mcg/ml	2 ml Amp	26,178	24	9,400
392	D22020	VITAMIN C TAB IP	500 mg	1 No	65,38,725	24	25,500
393	D22026	VITAMIN D3 DROPS	400 IU/ml	15 ml	4,68,253	12	39,300
394	D22004 /12	VITAMIN MULTI TAB(FILM COATED)	Each Tablet Containing Vitamin A- 2500 iu Vitamin-D 200 iu Vitamin-B1 2 mg Vitamin- B2 2 mg Vitamin B6 0.5 mg Calcium Pantothenate- 1 mg Niacinamide- 25 mg Vitamin-C 50 mg Folic Acid-0.2 mg	1 No	6,69,06,937	24	3,79,400
395	D21038	VOGLIBOSE TAB IP	0.2 mg	1 No	82,03,638	24	17,300
396	D12020	WARFARIN SODIUM TAB IP	1 mg	1 No	9,17,808	36	4,100
397	D12021	WARFARIN SODIUM TAB IP	5 mg	1 No	5,38,573	36	3,900
398	D18011	WATER FOR INJECTION IP	10 ml	Amp	1,33,57,929	36	2,16,300
399	D14040	WHITE SOFT PARAFFIN IP	50 gm	Bottle	4,40,256	36	85,200
400	D14005	WHITFIELDS OINTMENT IP	15 gm	Tube	2,10,150	24	18,500
401	D15009	XYLOMETAZOLINE	0.1% w/v	10 ml		24	

4.1.1	CATEGORY -I (DRUGS)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD (in Rs)
1	2	3	4	5	7	6	8
		NASAL DROPS IP		Bottle	18,28,697		89,300
402	D22024	ZINC SULPHATE DISPERSIBLE TAB IP	20 mg elemental Zinc	1 No	76,61,466	24	23,900
403	D17059	ZOLPIDEM TAB IP	10 mg	1 No	3,70,986	24	14,200

4.1.2	CATEGORY-II (DRUGS REQUIRING COLD STORAGE FACILITIES)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD(in Rs)
1	2	3	4	5	6	7	8
404	D16002/12	CARBOPROST TROMETHAMINE INJ IP	250 mcg/ml	1 ml Vial/Amp	11,575	24	4,900
*405	D21079	DIPHThERIA ANTITOXIN INJ IP	1000 IU/ml	10 ml Vial	102	24	1,300
*406	D21015	EQUINE ANTI RABIES IMMUNOGLOBULIN INJ	300 IU/ml	5 ml Vial	3,57,475	24	13,73,800
**407	D12022	ERYTHROPOETIN RECOMBINANT INJ	4000 IU	Vial/PFS	5,35,567	24	4,55,500
408	D21031	INSULIN INJECTION BIPHASIC ISOPHANE IP 30:70 (30% soluble insulin and 70% isophane insulin)	40 IU/ml	10 ml Vial	73,86,132	24	71,51,300
409	D21006	INSULIN INJECTION ISOPHANE IP	40 IU/ml	10 ml Vial	96,794	24	1,01,600
410	D21005	INSULIN INJECTION SOLUBLE IP	40 IU/ml	10 ml Vial	1,67,935	24	1,67,200
411	D16004	METHYLERGOMETRIN MALEATE INJ IP	200 mcg/ml	1 ml Amp	47,233	24	6,300
412	D16001	OXYTOCIN INJ IP	5 IU/ml	1ml Amp	5,08,654	24	59,000
413	D16022	PROSTAGLANDIN E2 GEL	0.5 mg	3.0 gm Tube	3,551	24	9,200

4.1.2	CATEGORY-II (DRUGS REQUIRING COLD STORAGE FACILITIES)						
SL No	Drug Code	Drug Name	Strength	Unit	Tendered Quantity	Minimum Shelf Life Required (in month)	Required EMD(in Rs)
1	2	3	4	5	6	7	8
*414	D21021/12	RABIES VACCINE FOR HUMAN IP (CELL CULTURE- CHICK EMBRYO/VERO) WITH 1 ML DILUENT,2ML SYRINGE WITH NEEDLE 24G AND FILE FOR OPENING.(FOR INTRA DERMAL ROUTE OF ADMINISTRATION)	2.5 IU	1 ml	7,96,716	24	14,89,100
**415	D21095	RECOMBINANT ANTI D IMMUNOGLOBULIN INJ	300 mcg	Vial/PFS	5,802	24	1,60,100
416	D13022	STREPTOKINASE INJ IP	1500000 IU	Vial	6,069	24	54,700
417	D04013	SUCCINYL CHOLINE CHLORIDE INJ IP	50 mg/ml	10 ml Vial	30,569	24	11,000
**418	D21010	TETANUS IMMUNOGLOBULIN INJ IP	250 IU	Vial/Amp	22,494	30	3,07,100
*419	D21009/12	TETANUS VACCINE (ADSORBED) INJ IP	0.5 ml	Amp	25,91,323	36	2,20,400

<i>Symbols</i>	<i>Particulars</i>	<i>Appendix</i>
<i>*</i>	<i>Drugs which require mandatory testing at CDL</i>	III-A
<i>**</i>	<i>Drugs which require mandatory testing at NIB</i>	III-B
<i>#</i>	<i>Drugs which required import permit from Excise Commissioner of the state for transit from other state.</i>	III-C
<i>\$</i>	<i>External Liquid Preparation requiring label in yellow background with red band on the top</i>	III-D

Note

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- i. For drug specified in the IP, only that standard shall apply.
- ii. 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.
- iii. If a drug specified does not figure in the IP current edition or its immediate previous edition, other standards apply as per law.
- iv. If the drug is official in Indian Pharmacopoeia (IP), the license to manufacture the product shall be for IP specification.
- v. The product permits submitted for any other official monographs will not be accepted for the item.
- vi. If a product is tendered in a different monograph, and is recently included in IP monograph, after the submission of bid and the eligible bidder is supplying the product in IP monograph, the product will be accepted by the Corporation.

SECTION V

5. SPECIFIC CONDITIONS OF CONTRACT

5.1. TIME LIMITS PRESCRIBED

Sl. No	Activity	:	Time Limit	
1	Schedule of dispatch details			
	0 th day	:	Letter of Intent (LOI)/Purchase Order or both	
	Within 21 days of LOI	:	The supplier shall submit agreement, copy of LOI duly signed and sealed on all pages in token of acceptance, required Security Deposit and other documents specified in clause 6.22.1 & 6.22.2 as applicable.	
	Within 10 days of Purchase order	:	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	Schedule of purchase order and Supply	1	The first set of purchase orders will be up to 40% of the LOI quantity. Subsequent purchase orders will be issued for 30% of the LOI quantity.	
			The schedule of supply drugs will be as follows;	
			No of days from purchase order	% of the quantity ordered to be supplied in each warehouse
			Within 60 days	50%
			Within 70 days	100%

Sl. No	Activity	:	Time Limit	
		2	In case of drugs enlisted as Appendix III A, B & C which requires mandatory testing at CDL/NIB/Import Permit from Excise Authorities the first set of purchase orders will be up to 50% of the LOI quantity and balance 50% will be placed in the subsequent order.	
			No of days from purchase order	% of the quantity ordered to be supplied in each warehouse
			Within 100 days	100%
3	<i>Payments against supplies</i>	:	The Payments against invoices will be initiated on receipt and acceptance of 50% of the ordered quantity as per clause detailed in 6.29 .	
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 up to a maximum of 10%.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 6.24.5 and 6.25.22 . 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. In the case of EMD remitted in excess of Rs 50,000 paid by way of DD/BG, the amount will be refunded within 30 days on finalization of the bid.

Sl. No	Activity	:	Time Limit	
		2	Successful bidders	EMD submitted online/DD/BG will be released on signing the contract and after furnishing of required Security Deposit. EMD submitted online/DD may also be adjusted towards Security Deposit on request of the bidder.
7	<i>Release of security deposit</i>		18 months from the date of LOI or 3 months after successful completion of supply whichever is later.	

5.2. ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE TENDER

5.2.1. MANUFACTURING LICENSE AND PRODUCT PERMIT:

- 5.2.1.1. The bidder shall be the manufacturer/loan licensee having valid manufacturing license for the item(s) quoted /direct importer holding valid import license. Importers shall possess the valid sale license also, as applicable.
- 5.2.1.2. The bidder should hold product permit duly approved by the Licensing Authority for all the products quoted. Bids/offer should not be submitted for the product for which the product permit differs with regards to any of the tendered specification.
- 5.2.1.3. In case of Narcotic/Schedule X drugs, the firm should have to submit the license to manufacture and sale of Narcotic/Schedule X drugs as the case may be, issued by the licensing authority.
- 5.2.1.4. 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 in the past 3 years, in the dates specified in clause 3.2.

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

5.2.2. MINIMUM OFFERED QUANTITY

The total quantity tendered is stated in Section IV of tender document. The bidder shall necessarily offer minimum 50% of the total tendered quantity stated in Section IV. If the quantity offered by the bidder for any of the item is less than 50% of its tendered quantity, the offer for such item will be rejected.

The bidders shall have to submit the offered quantity of each item in the Performance Statement given in Annexure IV of the tender document. The quantity offered in Annexure IV will only be considered for further processing of bid.

For MSMEs situated within state of Kerala to qualify, the offered quantity of each item shall be minimum 30% of its tendered quantity.

The minimum offered quantity shall, at no case, be more than the production capacity of the manufacturer for the item.

5.2.3. AVERAGE ANNUAL TURNOVER

- 5.2.3.1. Average Annual turnover of the last three financial years(2022-23, 2023-24 & 2024-25) shall not be less than **Rs. 15 Crores**.
- 5.2.3.2. In case of State Micro, Small and Medium Enterprises (MSMEs) functioning within Kerala State, the average annual turnover for the last three years shall not be less than **Rs 25 Lakhs**. The bidder shall submit proof of the same (notary attested copy of audited accounts, balance sheet, annual report etc).

5.2.4. SPECIAL COLD STORAGE FACILITIES

- 5.2.4.1. Those bidders offering the items requiring special cold storage condition 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 respective warehouses of the Corporation by complying cold chain norms.
- 5.2.4.2. 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.

5.2.5. MARKET STANDING

- 5.2.5.1. The bidder should have at least 3 (three) years Market Standing as a manufacturer / importer for each drug quoted in the tender.
- 5.2.5.2. The bidder should also have manufactured/imported and supplied at least 3 commercial batches of the offered drugs during the last 3 consecutive years in respect of which the bidder shall furnish the statements of all batches manufactured year wise in the format given as **Annexure-IV**.
- 5.2.5.3. If a bidder submits Product Permit to manufacture a drug at the tendered monograph but the Market Standing Certificate was issued by the Licensing Authority **with or without** the tendered monograph, offer of the item will be considered.

5.2.6. WHO-GMP

- 5.2.6.1. The bidder should hold valid WHO-GMP Certificate (WHO-Good Manufacturing Practices) in respect of the production units and the

products quoted. If the offered products are manufactured from more than one unit, all the units shall be WHO-GMP certified.

- 5.2.6.2. The MSMEs registered within the state of Kerala shall hold valid GMP certificate issued by the licensing authority for the products manufactured within the State Kerala.

5.2.7. NON-CONVICTION CERTIFICATE

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 noncompliance of provisions of Drugs and Cosmetics Act 1940 and the rules 1945.

5.2.8. MINIMUM REQUIRED SHELF LIFE

Tender should not be submitted for a product with shelf life lesser than that specified in section IV (List of items Tendered) of the tender document.

5.2.9. BLACKLISTED/DEBARRED/REJECTED BY TENDER INVITING AUTHORITY OR OTHER AGENCIES

- 5.2.9.1. Tender should not be submitted for the Firms /Concern/Company or for any product(s) which stand(s) blacklisted by KMSCL for any reason.
- 5.2.9.2. Tender should not be submitted for the Firms/Concern/Company which has/have been blacklisted/debarred by any State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 5.2.9.3. Tender should not be submitted for the product(s) for which the Firms/Concern/Company stands blacklisted/debarred by the State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
- 5.2.9.4. If Product(s)/Bidder/Supplier is blacklisted/debarred by another State/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid

submission/award of contract/execution of agreement, the product(s)/bidder/supplier will be liable for termination of contract/cancellation of purchase order/Letter of Intent etc.

- 5.2.9.5. The product(s)/bidder/supplier will be liable for termination of contract/cancellation of purchase order/Letter of Intent etc, in the event of any conviction/initiation of prosecution under the D & C Act any stage after submission of bid.
- 5.2.9.6. A bidder who had withdrawn after participating in any of the previous bids of KMSCL for the year 2023-24, 2024-25 and 2025-26 is not eligible to participate in this tender in respect of the product(s).
- 5.2.9.7. Tender should not be submitted for the product(s), for which cancellation during 2025-26 has been done, **due to non-supply of at least 50% of the LOI Quantity in spite of issuing the Purchase Order(s).**
- 5.2.9.8. Tender should not be submitted for a product, if any three batches of that product manufactured and supplied by the company to KMSCL in the tender 2023-24, 2024-25 and 2025-26 had failed in quality.

5.2.10. INSPECTION OF MANUFACTURING PREMISES

Those firms which were disqualified in the factory inspection conducted by KMSCL as part of tenders for the years **2023-24 and 2024-25** are permitted to participate in this tender only on remittance of Rs. 1,00,000/- extra towards re-inspection fee as detailed in clause 6.16. Participation of such firms without remittance of re-inspection fee will lead to summarily rejection of their bids. The firms/manufacturing units rejected in factory inspection as part of the tenders for the year **2025-26** will not be eligible for participation in this tender.

5.3. PRICE PREFERENCES TO PSUs AND MSMEs WITHIN KERALA.

- 5.3.1. Price preference not exceeding 15% for both State MSMEs and State Public Sector Undertakings shall be available for products manufactured by them within the State of Kerala.
- 5.3.2. For State MSMEs functioning within the State of Kerala quoting price within the price band of L1+15% for a product manufactured within the State of Kerala for the quantity as may be decided by the TIA.
- 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 GST**) less than or equal to 15% above the L1 rate alone will be considered.

15% price preference will be calculated as follows:-

15% of Landed price (exclusive of tax) of Non-MSME = X.

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

eg :- If the Landed price (exclusive of GST) of Non MSME is Rs.100, the Landed price (exclusive of GST) of MSME should be less than or equal to Rs115.

- 5.3.4. State PSUs & MSMEs manufacturing products within the State of Kerala are exempted from remitting the Tender Document fee and 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 confirm that the required documents as in clause 6.9 are duly uploaded in the e-bid.

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 summarily 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. 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. The EMD payable for each item is as specified in Section IV. Where the total of the EMD payable is more than Rs. 50,000, Rs. 79,500 (Minimum EMD Rs. 50,000+Tender document cost Rs. 29,500) shall be paid online and the balance amount shall be submitted by DD/BG within the dates specified in Section III.

6.3.4. State Public Sector Undertakings and MSMEs registered within the State of Kerala 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.

6.3.5. None of the bidders other than those specified in Clause 6.3.4 above, are exempted from the remittance of EMD & Tender Document cost, in any case.

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

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 sign the contract after issuance of letter of intent or to produce hard copies of the documents as specified.
- 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)

6.4.2. The bidders while participating online tenders published in Government of Kerala's e-Procurement website (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 are remitted **as single transaction and not separate**. Separate or split remittance for Tender Document fee and EMD shall be treated as invalid transactions.

Where the EMD to be paid is more than Rs.50,000 the excess amount shall be paid by way of DD/BG.

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.
- 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.
- 6.4.2.9. The Earnest Money Deposit required for each item tendered is specified in Clause 4.1 in Section IV. The amount of EMD to be submitted by the bidder shall be the total of EMD required for each of the item quoted by the bidder, subject to minimum of Rs.50,000. If the total EMD required for a bidder is above Rs.50,000, Rs.50,000 shall be paid online along with the cost of tender document fee and the balance of EMD shall be submitted at the Head Office of the Corporation by way of DD/BG drawn in favour of Managing Director, KMSCL. for eg: for a bidder quoting 4 items, the EMD to be submitted is calculated by adding the value of EMD mentioned against each item in Clause 4.1. If the value thus arrived is 50,000 or less, the minimum required amount of EMD of Rs.50,000 shall be paid together with Tender Document cost of Rs.29,500 as single online transaction of Rs.79,500 in the manner specified in Clause 6.4.

If the total EMD required is more than Rs.50,000, the amount of Rs.50,000 shall be paid together with the tender document fee as single transaction of Rs.79,500 [Rs.50,000 + Rs.29,500 = Rs.79,500] as specified in Clause 6.4.

The balance required amount of EMD shall be submitted at the Head Office of the Corporation as DD drawn in favour of Managing Director, KMSCL payable at Thiruvananthapuram or as BG as per the format in **Annexure-VIII**, **valid for a minimum period of 6 months from the date of opening Technical Bid.**

- 6.4.3. The balance required EMD in the form DD/BG shall be submitted in a sealed cover super scribing, **“Earnest Money Deposit for Tender No. KMSCL/ED/I&II/RC/2025/027 Dated 11.12.2025 for the Procurement of Drugs for the year 2026-27”**.The sealed cover shall be addressed to:-

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

- 6.4.4. In case of EMD submitted by the bidder is not sufficient to meet the EMD requirement of all their items quoted, the available EMD will be adjusted as per the order of items furnished by the bidder in the Bid Offer Form **Annexure-II** along with the technical bid, till the EMD is exhausted. Further, the offer of the bidder for remaining items will be treated as non-responsive for want of the EMD and will be summarily rejected. Any part value of EMD remaining unadjusted will be treated as an excess value furnished. There will not be any provision to re-submit the balance EMD amount after the last date and time of receipt of balance EMD specified in clause 3.2 of tender document.

6.5. GUIDELINES FOR PREPARATION OF TENDER

- 6.5.1. The bidders shall provide a checklist 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. All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page nos. shall be written in the respective columns in the check list **Annexure I**.
- 6.5.2. *Language of Bid:* - All the documents submitted by the bidder shall be in English or in Malayalam. Supporting documents furnished in other languages shall be accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in English or

Malayalam. Failure to submit authentic translation of documents would be deemed as “Not Submitted” and will result in rejection of offer.

- 6.5.3. Softcopy of all Annexures in Microsoft word editable format is made available in the website of the Corporation.
- 6.5.4. The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. Notary attestation 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/resolution of Board 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 attested by notary public.
- 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 carefully read and understand all the terms and conditions in the tender document including the amendments, if any. The bidder shall furnish an undertaking/declaration as in **Annexure-V** of having read and accepted the contents of the Tender Document in full. The plea of ignorance or failure to understand the terms and condition of the tender will not be acceptable.
- 6.5.8. All the bid documents submitted shall be legible and be clearly readable. Illegible documents uploaded, along with the bid if any, will not be considered and the bid will be subject to rejection.
- 6.5.9. 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 before one week to the tender submission date.

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 Price 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 from the date of opening of price bid.
- 6.6.5 Withdrawal or non-compliance of agreed terms and conditions after the award of contract/ 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:

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. 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 finalized.

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 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.
- 6.8.4 Bids with cross conditions like *“offering different strength/specification/unit and lower shelf life other than tendered”* shall not be made by the bidder. Such attempts to mislead the TIA will be treated as violation of tender condition and the offer will be rejected. If such violation is noticed even after the award of contract, agreement for

the product will be terminated and the alternate purchase will be made at risk and cost of the supplier.

- 6.8.5 Bid offer for the supply of drugs with cross conditions like “AT CURRENT MARKET RATES”, “SUBJECT TO AVAILABILITY OF RAW MATERIALS” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be accepted.
- 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/NPPA 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 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.

6.9 CONTENTS OF THE TECHNICAL BID:

- 6.9.1 The following documents shall be uploaded online in PDF format along with the Technical Bid. The bid offer form 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 Annexure-I .
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. MSMEs (State & Non State) applying for the tender shall submit the Udyam Registration Certificate.

Sl. No.	Document to be uploaded
3.	The details of offline EMD submitted as DD/BG, if applicable
4.	The details of Re-inspection fee @ Rs 1,00,000 submitted as DD, if applicable as per clause 5.2.10
5.	The details of factory inspection fee @ Rs 50,000 for each additional unit submitted as DD, if applicable as per clause 5.2.1.4.
6.	Bid offer form in the format prescribed in Annexure II (PDF)
7.	Bid offer form in the format prescribed in Annexure II (Excel)
8.	Notary attested copy of Annual turnover statement for last 3 financial years in the format given in Annexure III certified by the Auditor.
9.	<p>Notary attested copies of;</p> <ul style="list-style-type: none"> i. Original Manufacturing Licenses in form 25, 25-A, 28, 28-D, 28-E etc. ii. Certificate of renewal/valid Retention certificate of manufacturing license/Retention fee challan/Retention fee acknowledgement. iii. Product permit duly approved by the Licensing authority for all product(s) offered. <p>Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the product permit.</p>
10.	<p>Notary attested copies of;</p> <ul style="list-style-type: none"> i. valid import license in Form 10 ii. previous import licenses issued 3 years prior to the date of notification of the tender, if the product is imported.
11.	<p>Notary attested copies of;</p> <ul style="list-style-type: none"> i. Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for all the items offered. ii. in case of imported drugs, bill of lading/sales invoices/market standing certificate issued by licensing authority to prove that the product is being imported/marketed by the bidder in last 3 years.
12.	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.

Sl. No.	Document to be uploaded
13.	<p>Notary attested copy of valid WHO-GMP Certificate in respect of the production units and the products offered.</p> <p>If the offered products are manufactured from more than one unit, valid WHO-GMP certificate for all the units shall be produced.</p> <p>The MSMEs registered within the state of Kerala shall submit valid GMP certificate issued by the Licensing Authority for the products manufactured within the State of Kerala.</p>
14.	Notary attested copy of current Non-conviction Certificate issued by the licensing authority of the concerned state.
15.	<p>Notary attested Performance Statement for each item quoted shall be submitted by the bidders for each item as in Annexure IV specifying the following;</p> <ul style="list-style-type: none"> i. details of Offered Quantity. ii. production capacity iii. details of batches manufactured during last 3 years
16.	Notary attested copy of Power of Attorney in non-judicial stamp paper duly attested by notary public/ Resolution of Board
17.	Notary attested copy of Undertaking/declaration in the format prescribed in Annexure V .
18.	Notary attested copy of Audited Balance Sheets and Profit and Loss statement for three years from 2022-23, 2023-24 and 2024-25.
19.	Notary attested details of technical personnel employed in the manufacture and testing of items, exempted for Imported items (Employees' Name(s), Qualification(s), and Experience).
20.	Notary attested details of the bidder and manufacturing unit in the format prescribed in Annexure VII .

Note: - The certificates of WHO-GMP, non-conviction, market standing etc produced shall be either for production before KMSCL or in general terms and shall be currently valid or issued within one year to the date of notification of the tender.

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 online bid document.
- 6.10.3 **The Price Bid shall be submitted online in the format given. 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.**
- 6.10.4 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.** Bidders are allowed to enter the bidder name & values only.
- 6.10.5 The total percentage of GST applicable to each item, as per available records, are already noted in the column no.6 of BOQ.
- 6.10.6 The bidder shall necessarily quote the Basic rate per unit inclusive of the material/production cost, freight, Insurance, loading & unloading, handling charges at various heads etc in the column no.7 of BOQ.
- 6.10.7 The GST values ((IGST/CGST/SGST) for all the offered items shall be filled by the bidder in the column no.8,9 &10 of BOQ for reference purpose only.
- 6.10.8 The GST value will be calculated automatically and reflected in the column No.11 of BOQ based on the total GST % (Column No.6) already noted by KMSCL.
- 6.10.9 The landed price (final price) including GST, will be automatically reflected in Column No 12 of BOQ by addition of the Basic price (entered by the bidder) and GST value (automatically calculated based on the GST% noted by KMSCL).
- 6.10.10 If there is any difference in the GST values stated by the bidder (column no.8, 9 &10 of BOQ) and that in column No.11, the rate notified by the GST Council of India will prevail and the decisions taken by TIA accordingly will be considered final.
- 6.10.11 The detailed guidelines to fill the Price Bid (BOQ) format is attached as **APPENDIX -I.**

The Column No. 1,2,3,4,5,6,11 &12 of BOQ are edit protected, which shall not be modified/ edited by the bidder.

The Column No. 7,8,9 & 10 of BOQ file (Basic price & GST values) shall be filled by the bidder.

- 6.10.12 The Basic price and GST values entered in the BOQ shall be in four decimal places exactly.
- 6.10.13 The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking.
- 6.10.14 The price bid (BOQ) once quoted 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.
- 6.10.15 If there is an error in connection with the GST% or GST value, the final rate will be corrected to the actual as per the prevailing GST norms. If the bidder does not accept the correction of errors the bid of the item will be disqualified and the EMD will be forfeited.

6.11 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.
- 6.11.2 In the event of any document submitted along with the bid or thereafter by the bidder or his representative, 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 is liable to be blacklisted as per clause 6.38.
- 6.11.3 Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".
- 6.11.4 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.
- 6.11.5 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 In the event of the date specified in Section III for submission of EMD for the amount in excess of Rs.50,000, is declared as a holiday under Negotiable Instruments Act, it will be received up to the appointed time on the next working day.

6.12.3 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 date and time of submission of online Tender.

6.13.2 No bid will 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 blacklisting 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 notified. 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 The bidder shall be solely responsible for properly superscribing and sealing the envelope submitting DD/BG for EMD in excess of the amount paid online. The Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the technical bid.

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. Utmost care should be taken to see that all the required/proper documents are uploaded.

- 6.15.3 Bid offer form (Annexure-II) in PDF format submitted online alone will be considered for bid evaluation. If any discrepancy found with excel format, details submitted in the PDF format will prevail.
- 6.15.4 The status of bidders/products after technical 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 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 bid available in the tender 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 Where the production facilities of the bidder or the level of compliance of WHO-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 of the tendered quantity at the risk and cost of the supplier.
- 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/award of contract, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be

rejected, the agreement will be terminated and the bidder is liable to be blacklisted. The alternate purchase of the contract quantity will be made at the risk and cost of the supplier.

- 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 Re-inspection of manufacturing units of bidders disqualified in factory inspection as part of the tenders for the year **2023-24 and 2024-25 will be conducted on remittance of re-inspection fee of Rs 1,00,000 extra, which is not refundable.**

The re-inspection fee shall be submitted as separate Demand draft drawn in favour of the Managing Director, KMSCL payable at Thiruvananthapuram as specified in Section III of the tender document.

- 6.16.3 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 shall have to provide necessary arrangements for inspection of all the sections of the manufacturing unit. The denial of permission to inspect the manufacturing unit or 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.

- 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 Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- 6.16.6 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.
- 6.16.7 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.
- 6.16.8 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.
- 6.16.9 Any firms during the inspection, found non complying with the requirements, will be rejected. In such case an amount of Rs50,000 will be deducted from the EMD/any money due to the supplier.
- 6.16.10 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.
- 6.16.11 In case of rejection in factory inspection after award of contract, alternate arrangements will be made for the procurement of the item from any other bidder willing to supply the product within 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 quality of the product supplied and the competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule in addition to looking at the prices of the products offered.

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.

6.18 OTHER TERMS AND CONDITIONS

6.18.1 The bidder will be responsible for making all statutory payments such as Income Tax and other statutory levies. 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, amendments, corrigendum, addendum etc, if any, at any stage of the tender process.

6.19.3 Results of the responsiveness of the Technical Bids.

- 6.19.4 List of bidders qualified for Price Bid opening and reasons for rejection of unqualified bidders.
- 6.19.5 Product wise rate list with the bid ranking status.
- 6.19.6 L1 rate list/ bid ranking status.
- 6.19.7 Final rate list.
- 6.19.8 There should be no post tender negotiations, except under exceptional circumstances.

Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.

- 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.

KMSCL shall also identify additional bidder(s) for each line item alongside the L1 supplier, provided they agree to match the L1 price quoted by the successful bidder.

- 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.

Even though the variation in the quantity to be awarded $\pm 25\%$, it will be discretion of the Tender Inviting Authority whether to place orders with successful bidders, or the quantity will be adjusted, considering existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority.

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, shall furnish the following documents within 21 days from the date of receipt of LOI.

- i) an agreement in the prescribed format as given in **Annexure-IX** in a non-judicial Kerala stamp paper of value of Rs.200.
- ii) Security Deposit amounting to 5% of total LOI value.
- iii) copy of the Letter of Intent duly signed and sealed by the supplier.
- iv) Notary attested documentary evidence for the constitution of the company.

6.22.2 The successful bidder at the time of submission of the agreement shall furnish copy of notary attested 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.

The list of present MD & Directors of the firm shall also be furnished separately.

6.22.3 The purchase order will be placed after the issuance of Letter of Intent, pending execution of agreement and the supplier shall execute the supply as per the terms & conditions in the tender.

6.22.4 If the successful bidder fails to execute the agreement and/ or to deposit the required security deposit and/or to furnish the required documents, 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 any payments /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.

6.23 SECURITY DEPOSIT (SD)

6.23.1 There will be a Security Deposit (SD) amounting to 5% of the total value of the awarded items as per Letter of Intent, which shall be furnished by the successful bidder to the Tender Inviting Authority within 21 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 by Tender Inviting Authority in the form of

i. Demand Draft drawn in favour of the Managing Director, Kerala Medical Services Corporation Limited payable at Thiruvananthapuram.

or

ii. Bank Guarantee in the format as given in Annexure –X valid for a period of 18 months from the date of Submission of Agreement.

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** The Bank Guarantee submitted in place of EMD/Security Deposit 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 L1 rate and the bidder offering the L1 rate for the item for which the tender has been invited shall be called as the L1 bidder.

- 6.24.2** The L₁ bidder is eligible for placement of Purchase Orders for the item and if there is more than one L₁ supplier, the purchase orders for the requirement of items will be placed among them in equal proportions.

If no bidder qualifies for Purchase Preference/Price preference, KMSCL reserves the right to split up the order in the ratio 70:30 between L1 and other bidder (L2, L3,..... in order) who is willing to match with L1 rates. However, the final quantity split decision shall be taken by KMSCL after considering the demand of public need and situation.

- 6.24.3** If the Offered Quantity of L1 bidder is less than the total tendered quantity, then
- i) orders for the quantity offered will be placed with the L1 bidder.
 - ii) remaining tendered quantity may be ordered to the next eligible bidder whoever has given written consent to supply at the rates offered by the L1 bidder.
 - iii) if none of the bidders have agreed to supply at the L1 rate then the balance tendered quantity will be purchased from the L2 bidder at L2 rates.

- 6.24.4** The division of tender quantity to Kerala State MSMEs is as follows;

- 6.24.4.1** If the Kerala State MSME has quoted the lowest rate and offered 100% of the tendered quantity the entire tender quantity will be awarded to them. But if
- a) there is any another Kerala state MSME coming within the price preference of L1 +15%, they will be awarded 50% of the tendered quantity.

If there are more than one Kerala state MSMEs coming within the price preference of L1 +15% then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

- b) if no Kerala State MSME is coming within the price preference of L1+15% then, other eligible Kerala state MSME in the bid ranking status bringing down their rate to L1 rate will be awarded 50% of the tender quantity.

If no Kerala state MSME is coming within the price preference of L1+15% and more than one Kerala state MSMEs in the bid ranking status are bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

6.24.4.2 If the Kerala state MSME has quoted the lowest rate and has not offered 100% of the tender quantity,

- a) the 50% of the tendered quantity will be awarded to the Kerala State MSME coming within the price preference of L1 +15%.

And if there are more than one Kerala State MSMEs coming within the price preference of L1 +15% then, either singly or jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

- b) if there is no Kerala State MSMEs coming within the price preference of L1 +15%, then the other eligible Kerala State MSME in the bid ranking status bringing down their rate to L1 rate will be awarded maximum of 50% of the tender quantity.

If no Kerala State MSME is coming within the price preference of L1+15% and more than one Kerala State MSMEs in the bid ranking status are bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

6.24.4.3 If the rate quoted by Kerala State MSME is not L1 but comes within the price band of L1+15%, then orders will be placed for 50% of the tendered quantity.

- a) If more than one Kerala State MSMEs comes within the price band of L1 + 15% with same rate, then the 50% of the tender quantity will be shared equally among them.
- b) If more than one Kerala State MSMEs comes within the price band of L1 + 15% with different rates then, either singly or

jointly, they will be entitled to get up to 50% of total tendered quantity, at the lowest rate quoted among them. The 50% of tendered quantity will be awarded to MSME in the ratio 60:40 or 50:30:20 respectively based on the bid ranking status.

6.24.4.4 If the rate quoted by Kerala State MSME is not L1 and if no Kerala State MSMEs quotes within the price band of L1+15%, other MSMEs in the bid ranking status bringing down their rate to L1 rate will be awarded maximum of 50% of the tender quantity.

And if more than one Kerala State MSMEs in the bid ranking status bringing down their rate to L1 rate then 50% of the tendered quantity will be shared equally among them.

6.24.5 If the L₁ supplier has failed to supply the required items in full/in part within the stipulated time, 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 next bidder according to the bid ranking status who agrees to supply at L1 rate at the risk and cost of defaulted supplier. If none of the bidders agree to supply at the L1 rate then the balance quantity will be purchased from the L2 bidder at L2 rates at the risk and cost of defaulted supplier.

6.24.6 In case the supply order is placed to another bidder as explained in para 6.24.5 the supply schedule will be re-arranged to avoid stock out position of that product.

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 supplier shall supply the drugs required by the Tender Inviting Authority at the destination(s) within the period stipulated in the purchase order.

6.25.3 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.

6.25.4 The drugs supplied to the Corporation shall comply with the specifications, stipulations and conditions specified in Section IV of the tender document. The drugs supplied in contravention to the specification, stipulations and conditions will be summarily rejected.

6.25.5 The items supplied in contravention to the specification/ conditions in section IV will not be accepted. In such cases the supplier shall take back the items from the warehouse premises at his own expenses within

twenty-one (21) days from the date of intimation from the Tender Inviting Authority. If the bidder fails to take back the items; the TIA at its discretion shall collect demurrage charges of the value of such drugs from any money due to the supplier.

- 6.25.6** 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.
- 6.25.7** 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 summarily 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.
- 6.25.8** 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.
- 6.25.9** The supplier shall intimate the ambiguity, if any with respect to the pack size/production capacity etc. in the purchase orders issued to them within 10days from the date of purchase order. Beyond the 10 days, it would be deemed that the supplier has accepted the purchase order and supplies shall be executed as per the terms & conditions in the order.
- 6.25.10** 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.
- 6.25.11** The total life period (Shelf life) of drugs supplied should be not less than that mentioned against each item (36/24/18/12 months etc) in list of Drugs Tendered (in column no. 7 of Section IV). Only those bidders who can manufacture and supply the product with the required shelf life shall only quote the product. A product having labeled shelf life lesser than the required shelf life (as mentioned in Section IV) will be rejected.
- 6.25.12** Each and every batch of item supplied should have minimum 75% balance of its total shelf life when supplied to the Corporation except

Imported Drugs. For Imported Drugs, minimum 65% balance of its total shelf life when supplied to the Corporation. It is calculated by the DDMS software as on date of receipt of item in the respective warehouses. Any drug supplied without having minimum 75% of balance shelf life (65% for Imported drugs) will be rejected summarily.

- 6.25.13 All items supplied should retain prescribed Quality & maximum potency throughout the shelf life. The drugs supplied are in proper packaging capable of protecting them throughout their shelf life.
- 6.25.14 The bidder shall submit the certificate of analysis from third party independent NABL Accredited Laboratory/CDL/NIB certifying that the material supplied complies with the official standards and/ or other specifications of the tender with necessary protocols in respect of each batch of the material supplied along with the consignment. The bidder shall furnish a notary attested declaration in this regards as specified in **Annexure-V** along with the technical bid.
- 6.25.15 Before the shipment of the items against the purchase orders, the supplier shall forward the following documents to the Quality Control Division of the Corporation through e-mail qcapproval.kmscl@kerala.gov.in

i) copy of invoices

ii) test reports from third party independent NABL Accredited Laboratory/CDL/NIB

iii) In-house test reports of all the batches in the invoice.

The QC Division will verify the documents submitted and confirm that the test report is complete and covering all the parameters as prescribed in the official monograph or other standards for the item and will update the status as ***“Approved”*** or ***“Rejected”*** in DDMS software against each batch.

- 6.25.16 The drugs/items supplied at the warehouses will be accepted and taken into stock based on the approval status available in DDMS software. In case, if the test report is found ***“Rejected”***, the entire quantity of the batch will not be accepted.
- 6.25.17 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. Locations of present warehouses are mentioned in **Appendix -II**. 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.

6.25.18 The supplier shall supply the drugs at the destinations specified in the purchase orders and submit the following along with the consignment;

- i) invoice (duplicate),
- ii) copy of Purchase order
- iii) Test Reports from the third party independent NABL Accredited Laboratory/ CDL/NIB
- iv) Delivery Challan/ POD

The invoice shall specify the generic name of the drugs as in the Purchase Order issued. 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 in the invoices and the test report. 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/batch no. in the invoice/analysis report and actual supplies will be considered as improper invoicing and such supplies will not be accepted.

6.25.19 The supplier shall, after supply of drugs at the specified destinations, submit the following at the Head Office, KMSCL for claiming payment of the supply made

- i) Invoice (original)
- ii) Test report from the third party independent NABL Accredited Laboratory/ CDL/NIB.
- iii) Test report from In-House testing laboratory

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.

6.25.20 The supplier shall ensure that the batches (Batch no, Mfg. Date, Exp. Date) supplied at the warehouses are the same as approved by the Quality Control Department.

6.25.21 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 and labeling requirements as per **Annexure-VI**. 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.

6.25.22 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.

6.25.23 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 21days from the date of such intimation from the Tender Inviting Authority.

If the supplier has not taken back the item even after the intimation, the same will be disposed at the discretion of the TIA. The supplier will be not eligible for any payment in lieu of that quantity.

6.25.24 If a firm fails to execute the supply of minimum 50% of LOI quantity of three or more items against the tender, the firm will be blacklisted for a period of 24 months from date of such order and the firm will be ineligible to participate in any of the tenders floated by Tender inviting authority during the period of blacklisting.

6.26 PRINTING

6.26.1 The name of the drug shall be mentioned in English. “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-V** in this tender that the supplies will be prepared and packed either printed or embossed as specified in **Annexure-VI**.

6.26.3 The items quoted are to be supplied in standard packing with “KERALA GOVERNMENT SUPPLY – NOT FOR SALE” shall also

conform to Schedule P1 of the Drugs & Cosmetics Rules, 1945 and other statutory requirements wherever apply. Affixing of stickers printed with indelible ink will be permitted on request only in case of imported products on merits.

6.26.4 Supply of items without the “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.

6.27 PACKING AND LABELING

6.27.1 The items shall be supplied in the packages with printings as specified here under and in **Annexure-VI**. The drugs shall also be supplied with bar coding conditions.

6.27.2 1D/2D bar code/QR Code as per standards should be done on primary, secondary and tertiary packing of the supplies as per the specifications given in **Annexure-VI**. Supply of items without specified bar/ QR code will not be accepted.

6.27.3 The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VI**. The labels should be clear and legible and should be affixed on primary, secondary and tertiary packing as per the regulations of D&C act. In any case the size of the labels indicating the name and other details shall not be less than 30% of the area of the side of the carton. Affixing of labels of primary packing on the outer cartons will attract a penalty of 15% of the total value of items supplied in this manner.

6.27.4 Look alike Labels in Primary and Secondary packing

The labels of two different products of a supplier should be clearly distinct from each other and easily distinguishable. The labels of two or more drugs supplied by the same supplier shall not be identical or resemble in any form especially in design, colour, printing, markings etc. leading to confusion in identifying the items. If different items with lookalike label/appearance are supplied by a firm, a penalty @ 15% of the total value of such items will be levied from their payment without any notice.

Similarly, if the Tender Inviting Authority informs that the labels of a relatively newly supplied item resemble another item of another supplier, the new supplier shall change their labels immediately.

6.27.5 Primary packing Labels of Tablets

In order to avoid look-alike labels of different tablet formulations the following regulations are adopted by the TIA.

- a. The bidder shall obtain an approval from the **Quality Control Division of the Corporation** for the primary packing labels of tablets within 15 days of receipt of the letter of intent.
- b. The original primary packing labels shall be forwarded to **Quality Control Division of the Corporation** through e-mail packingapproval@gmail.com.
- c. Approval in the prescribed format will be emailed to the concerned bidders.

In case of any event of supplying different items with look-alike label/appearance by a firm deviating from the already approved primary packing labels, a penalty @ 15% of the total value of such items will be levied from their payment.

- 6.27.6 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 value of such supply.
- 6.27.7 Damaged/Mutilated labels due to spillage, breakage or poor quality of containers, closures, packing materials etc would attract penalty @ 5% of value of such supply.
- 6.27.8 The labels in the case of injectables should clearly indicate that the preparation is meant for IM, IV, ID, SC etc.
- 6.27.9 The label of the primary packing of the external liquid preparations affixed in the bottle shall be in yellow background and shall carry horizontal red color band of minimum 5 mm width extending from top left to right corners of the label, as identification mark. Failure to comply with this provision will attract penalty @ 5% of value of such supply.
- 6.27.10 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.

- 6.27.11** 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.
- 6.27.12** The secondary/tertiary packaging in master carton shall be in 5 ply carton cardboard box made of virgin craft paper (120gsm) and minimum bursting strength of 7kg/cm² and not more than 15kg. Where heavier packaging is required 7-ply cardboard (minimum 120gsm) and minimum bursting strength of 7kg/cm² shall be used. Failure to comply with the packaging requirement would attract penalty @ 5% on the value.
- 6.27.13** Strip packs shall be packed in plastic covers and sealed air tight first before packing in unit cartons.
- 6.27.14** 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 made of virgin craft paper (120gsm) and minimum bursting strength of 7kg/cm² 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.
- 6.27.15** In the event of items supplied is found to be not as per specifications in respect of their packing/labeling, 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.
- 6.27.16** Supplies relating to more than one purchase order shall not be included in one box.
- 6.27.17** Where more than one batch is supplied under one purchase order, the quantity supplied under each batch shall be separately mentioned in the tertiary packing (Carton).
- 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 Laboratory/CDL/NIB. 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 TIA 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 items 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 If any one batch of a particular item supplied by the firm during the contract period fails in the quality test for “ASSAY CONTENT” by less than 70% by the Government analyst on statutory sampling, then the particular product of the firm will be blacklisted as per clause 6.38.
- 6.28.4 If any one batch of a particular item supplied by the firm during the contract period fails in the quality test for “ASSAY CONTENT” by less than 70% by an empanelled laboratory, then the particular product of the firm will be blacklisted as per clause 6.38.
- 6.28.5 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/ **unwanted substances** 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.
- 6.28.6 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*.
- 6.28.7 In case of any complaint received from the institutions, public, Doctors, Medias etc, the available stock will be frozen, payment will be withheld and samples of the batch drawn from the point of complaint will be tested for quality.

- 6.28.8** 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.
- 6.28.9** 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.
- 6.28.10** Where a drug/ material is declared as not of standard quality by the Government Analyst or approved laboratory the supplier will not be eligible for any payment of the cost of the entire batch of the material/ drug irrespective of the fact whether the same has been partially or fully consumed.
- 6.28.11** Where a second batch of the same drug/ material supplied is also declared as NSQ for reasons as above, the supplier will be liable for a penalty equivalent to 50 percent of the value of the batch supplied in addition to the value of respective batch.
- 6.28.12** Where a third batch of the same drug/ material supplied is also declared as NSQ for reasons as above, the supplier will be liable for a penalty equivalent to 100 percent of the value of the batch supplied in addition to the value of the respective batch.
- 6.28.13** If any three 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 up to 3 years.

- 6.28.14 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.
- 6.28.15 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.
- 6.28.16 Drugs supplied in contravention to any of the provisions of the Drugs & Cosmetics Act and Rules made there under will be rejected.
- 6.28.17 In the case of any drug being **declared as** spurious or adulterated or misbranded or otherwise contravening the provisions of the **law by Drugs Control Department**, the company will be blacklisted as detailed in Clause 6.38.
- 6.28.18 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.
- 6.28.19 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.
- 6.28.20 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. All payments will be made only by way of electronic fund transfer in favor of the supplier for which the bank details shall be furnished to the Tender Inviting Authority along with Technical Bid.
- 6.29.2 All bills/invoices should be raised in duplicate 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 certificates of analysis from the in-house testing laboratory and NABL accredited laboratory/Central Drug Testing Laboratory/NIB in respect of every batch supplied shall be submitted to the Headquarters. The duplicate invoices along with test reports from NABL accredited laboratory/Central Drug Testing Laboratory/NIB shall be submitted at the District Drug

Warehouses along with the supply. No payment will be effected if the above provisions are not complied with.

- 6.29.3** After completion of the supply of 50% of the quantity ordered the payment process will be initiated. The payments of value against the received quantity will be made as per terms and conditions laid down in the Tender Document.
- 6.29.4** All the suppliers can access the updates of their supply and invoice wise payments status by logging in to the online DDMS software linked with the official website of the Corporation (www.kmscl.kerala.gov.in) with their respective user name and password allotted to each supplier. If any discrepancies found with the submitted documents, the Corporation will update the details in online DDMS software. The Suppliers have to verify DDMS software and to re-submit the short fall documents, if any, recommended by the Corporation.
- 6.29.5** The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for 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.
- 6.29.6** 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.
- 6.29.7** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act or Notification of the Central or State Government or NPPA or by the bidder himself, below the contracted rate, their contracted rate will stand reduced automatically to the reduced level. Failure to supply at the reduced rate will be deemed as withdrawal from the contract and alternate purchase of the item will be made at risk and cost of the supplier. If supplies are made at higher rates after the rate reduction, payments will be eligible at the reduced rates only.
- 6.29.8** In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST 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 the supplier has failed to supply the items as scheduled in the purchase order and any delay has occurred in the part of the supplier in supplying the item and if such the enhancement in statutory levies occurred in this delayed period then

such enhancement will not be given by the TIA and the supplier has to bear the cost of such extra levies. For claiming the additional cost on account of the increase in GST, the bidder should produce proof of payment of additional GST on the goods supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.

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/purchase order.
- 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.
- 6.30.6** All the bidders are required to supply the product with prescribed packing specifications. The label of the primary packing of the external liquid preparations affixed in the bottle shall be in yellow background and shall carry horizontal red color band of minimum 5 mm width extending from top left to right corners of the label, as identification mark. Failure to comply with this provision will attract penalty @ 5% of value of such supply.
- 6.30.7** 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 6.30.8.

6.30.8 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 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 or from his properties as per the provisions of the law.

6.30.9 If LOI/purchase order is cancelled or agreement is terminated/blacklisted, the Corporation is at liberty to make alternate purchase of entire tendered quantity of the item from any other sources at the risk and cost of the defaulted bidder.

6.30.10 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 2.9 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.

- 6.33.1.3 In case Product(s)/Bidder/Supplier is blacklisted/debarred by another state/Central Government agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, the bidder shall intimate the TIA in writing within 14 days from the date of such order. If fails to, it will be treated as fraudulent practice and concealment of facts.
- 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.
- 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:

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

- iv. 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/shifting / upgradation of manufacturing facilities 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 supplier 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 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, TIA at its discretion shall permit an opportunity to hear the bidder in person and can pass appropriate orders on the same, further, If the such dispute or difference exists, shall be referred to Govt. of Kerala whose decision shall be final.

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 the reasons specified in the tender document. Blacklisting shall be done after giving an opportunity to the bidder/supplier to show cause in writing. **Blacklisting shall be generally for a maximum period of three years from the date of such order.** But if the blacklisting is due to a fraudulent action on the part of the bidder TIA may decide for blacklisting even for more period. The product(s)/bidder/ supplier will not be eligible to be considered in any of the tenders 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.
- 6.38.3 Blacklisting of a particular firm or product is without prejudice to other penalties stipulated in the terms & conditions of the tender document.

6.38.4 Duration of Blacklisting

In the case of blacklisted party having obtained any stay orders from any authorities against the blacklisting, while calculating period of Blacklisting the period during which the stay orders obtained will not be accounted and the effective blacklisting period will be extended accordingly, provided the final orders in favor of the party concerned were not obtained.

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 TIA terminates the contract of a supplier in whole or in part, the Corporation is at liberty to purchase the entire tendered quantity of the item(s) from any other sources and the extra expenditure incurred by the TIA will be realized from the supplier.
- 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 In case, any item(s) supplied by the bidder are reported to be inferior in performance/description/safe usage, the TIA at liberty to reject such items and terminates the contract of the product/supplier.
- 6.40.8 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.
- 6.40.9 Termination of contract of a contract with a supplier in whole or in part is without prejudice to any other penalties stipulated in the tender condition.
- 6.40.10 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.
- 6.40.11 No compensation is payable to the supplier in the event of any termination of contract.

Sd/-
Managing Director, KMSCL &
Tender Inviting Authority

CHECK LIST

TENDER NO. KMSCL/ED/ I&II/RC/2025/027 Dated 11.12.2025

Name of the bidder

Sl. No.	Document to be uploaded	Page No.
1.	Check list in Annexure-I . All the pages of the documents uploaded in the technical bid shall be serially numbered and the individual page nos shall be written in the respective columns in the check list Annexure I.	
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. MSMEs (State & Non State) applying for the tender shall submit Udyam Registration Certificate.	
3.	The details of offline EMD submitted as DD/BG, if applicable	
4.	The details of Re-inspection fee @ Rs 1,00,000 submitted as DD, if applicable as per clause 5.2.10.	
5.	The details of factory inspection fee @ Rs 50,000 for each additional unit submitted as DD, if applicable as per clause 5.2.1.4.	
6.	Bid offer form in the format prescribed in Annexure II (PDF)	
7.	Bid offer form in the format prescribed in Annexure II (Excel)	
8.	Notary attested Average Annual turnover statement for last three financial years in the format given in Annexure - III certified by the Auditor.	
9.	Notary attested copies of; i. Original Manufacturing License in form 25, 25-A, 28, 28-D, 28-E etc. ii. Certificate of renewal/valid Retention certificate of manufacturing license/Retention fee challan/Retention fee acknowledgement. iii. Product permit duly approved by the Licensing authority for all product(s) offered. Items offered with specifications shall be clearly highlighted in the product permit and respective drug code of the item shall be noted in the product permit.	

Sl. No.	Document to be uploaded	Page No.
10.	Notary attested copies of; i. Valid import license in Form 10 ii. Previous import licenses issued 3 years prior to the date of notification of the tender, if the product is imported.	
11.	Notary attested copy of; i. Product wise Market Standing Certificate issued by the Licensing Authority to prove 3 years Market Standing for all the items offered. ii. In case of imported drugs, bill of lading/sales invoices/market standing certificate issued by licensing authority to prove that the product is being imported/marketed by the bidder in last 3 years.	
12.	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.	
13.	Notary attested copy of valid WHO-GMP Certificate in respect of the production units and the products offered. If the offered products are manufactured from more than one unit, valid WHO-GMP certificate for all the units shall be produced. The MSMEs registered within the state of Kerala shall submit valid GMP certificate issued by the Licensing Authority for the products manufactured within the State Kerala.	
14.	Notary attested copy of current Non-conviction Certificate issued by the licensing authority of the concerned state.	
15.	Notary attested Performance Statement for each item quoted shall be submitted by the bidders for each item as in Annexure IV specifying the following; i. details of Offered Quantity. ii. production capacity iii. details of batches manufactured during last 3 years	
16.	Notary attested copy of Power of Attorney in non-judicial stamp paper duly attested by notary public/Resolution of Board	
17.	Notary attested copy of Undertaking/declaration in the format prescribed in Annexure V .	

Sl. No.	Document to be uploaded	Page No.
18.	Notary attested copy of Audited Balance Sheets and Profit and Loss statement for three years from 2022-23, 2023-24 and 2024-25.	
19.	Notary attested details of technical personnel employed in the manufacture and testing of items, exempted for Imported items (Employees' Name(s), Qualification(s), and Experience).	
20.	Notary attested details of the bidder and manufacturing unit in the format prescribed in Annexure VII .	

Place:

Signature:

Date:

Name in Capital Letters:

Seal:

Designation:

BID OFFER FORM

I/we M/s have examined and accepted the conditions of the tender document No. **KMSCL/ED/I&II/RC/2025/027 Dated 11.12.2025**, hereby submit this offer for the supply of the following items conforming to the specification, shelf life and all other parameters mentioned in section IV of the tender document.

Sl. No.	Drug Code	Drug Name	Strength	Unit	Minimum Shelf life required (in months)	Name & Location of the Mfg unit	* Whether own Mfg/Loan Licencee /Imported.	Mfg/loan/Import License no: and Date	Date of issue of product approval	Required EMD as per clause 4.1 (in Rs)
1										
2										
3										
4										
5										
Total Amount:										

*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 TURNOVER STATEMENT

I hereby certify that M/s _____ (Name & address _____) who is a prospective bidder for the Tender No. **KMSCL/ED/ I&II/RC/2025/027 Dated 11.12.2025** of KMSCL is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Annual Turnover (Rs. in Crores)
1.	2022 - 2023	
2.	2023 - 2024	
3.	2024 - 2025	
Total (Rs.)		
Average Annual 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 the Bidder:

I. Details of Quantity Offered						
Drug code	Drug Name	Strength	Unit	Tendered Quantity (in units)	Quantity Offered by the bidder (in units)	% of tender quantity offered by the bidder

II. Production Capacity (Quantity in tendered units)			
30 days	70 days	90 days	365 days

III. Details of batches manufactured during last three years: Furnish statement of all batches produced including rejected batches, if any									
Sl. No	Total No. of Batches Mfd.	Individual Batch Numbers mfd during the year	Date of mfg	Qty mfd	Maximum capacity per single batch production	Qty sold	Date / Month of sales	Quantity returned/rejected	Reason for return/rejection
2022-23									
2023-24									
2024-25									

Certified true statement of productions

Signature and seal of the Bidder

Attested by notary public

DECLARATION AND UNDERTAKING
(Non-judicial stamp paper of Rs.200)

I/We, Sole Proprietor/Managing Partner/Managing Director/ Director of
M/s. _____ having its Registered Office/
Place of business at _____ and
having Factory Premise(s) at _____ & _____ do
hereby declare on oath as follows;

1. that I/we am/are the person responsible for and also in charge of manufacturing and sale of the drugs/supplies manufactured by the company.
2. that I/we have carefully read all the conditions of **KMSCL/ED/ I&II/RC/2025/027 dated 11.12.2025 for the procurement of drugs for the period of 2026-27** 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 published by the Corporation.
3. that I/we declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) bided and 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 and will produce to the TIA, on demand. I/we understand and agree that in the event of I/we failing to provide such facilities, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting.
4. that I/we possess all the facilities for manufacture and supply of the material(s) bided for the offered quantity as per the terms and conditions of the tender. I/we do hereby understand and agrees that in the event of I/we failing to supply in full quantity at any stage when the contract is in operation, we will be liable for the penal actions such as rejection of bid, termination of contract and blacklisting, and I/we will be liable to pay or agrees to recovery of the additional cost incurred for the alternate purchase of the contract quantity from any money due to the supplier.
5. that I/we possess the valid manufacturing licenses and WHO-GMP Certificate issued by the Competent Authority for all the quoted products and complies and shall continue to comply with the conditions of WHO-GMP criteria together with the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules made there under. I/we will manufacture/supply items from the WHO-GMP certified plants as mentioned in our bid. I/we do hereby understand and agrees that in the event of I/we failing to adhere to the WHO-GMP norms and or any of the standards laid in Schedule M of Drugs & Cosmetics Act 1940 and the Rules

made there under at any stage when the contract is in operation, the bid will be rejected/contract will be liable to be terminated and I/we will be liable to pay for the additional cost incurred for the alternate purchase of the contract quantity. Where the failure is observed after the conclusion of the contract, we will be liable for blacklisting according to the provision of this tender.

6. that I/we or any of the product(s) offered in this tender, at present, have not been blacklisted/debarred by the Tender Inviting Authority for any reason or by any State/Central Government organization for reason of Quality Non-compliances, GMP-non compliance, Major violation of D & C Act and Rules and furnishing forged/fabricated/false documents.
7. that I/we or any of the offered product is blacklisted/debarred by another state/Central Government agency for the reason of Quality Non-compliances, GMP Non-compliance, major violation of D&C Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, I/we will intimate the TIA in writing within 14 days from the date of such order.
8. that the quoted rate of any item is not more than the price fixed by the National Pharmaceutical Pricing Authority or by State/central Government, in any means, and, further undertakes that if in future prices of the items offered is reduced by the authorities the same benefit will be transferred to the TIA.
9. that I/We will supply the materials of the best quality and will comply with the specifications, stipulations and conditions specified in Section IV. Drugs and other materials supplied in contravention to the specification, conditions in Section IV shall be summarily rejected.
10. that I/We will furnish the Certificate of Analysis of each batch of item tested, covering all parameters specified in the official monograph or in other standards, in NABL accredited lab/CDL/NIB approved for the purpose along with the consignment. I/we also undertake that in the event of failing to produce the above Certificate of Analysis or the submitted Certificate found not genuine/forged at any stage, the contract/ such product(s) will be rejected and the contract is liable to be terminated and I/we/such product may be blacklisted according to the provisions in this tender.
11. that I/we will supply the Drugs/supplies as per the packing and labeling specifications as per Annexure (packing and labeling specifications) in the Tender Document and as per the instructions given in this regard.
12. a. that I/we will supply drugs/supplies strictly as instructed in the label of the product and the products requiring special cold storage conditions (2-8°C) will be supplied in conditions so that the items have reached KMSCL warehouses adhering the cold chain norms. The Cold chain 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 terminate the contract/blacklisting me/us, if the condition of cold chain transportation is not complied with.

- b. that I/we also declare that drugs other than those requiring cold storage will be transported from our manufacturing point to the destination of KMSCL by complying the storage requirement of drugs transported and will state the mode of transportation in the supply documents.

Verification

I(name)_____ (address)_____ (designation) _____ affirm on oath that the contents/information as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to reject the product(s)/terminate the contract/alternate purchase of the contract quantity at our risk & cost and the firm may be blacklisted/ prosecuted for the same.

(Signature, Name & Designation)

Witness :-

1. (Name, Address & Signature)
2. (Name, Address & Signature)

Public

Seal

Attested by Notary

PACKING AND LABELING SPECIFICATIONS

I. SCHEDULE FOR PACKAGING- GENERAL SPECIFICATIONS

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

Packing specification of Tablet/ Capsule	
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. The Manufacturer should ensure Stability of the formulations and its ingredients in the packings supplied.
3. The blister packing of tablets/capsules should have Aluminium foil back.
4. Strip packing should be of Aluminium/ Alu-Alu foils.
5. Aluminium foil strips refer to thickness not less than 40 microns.
6. Primary package of Ranitidine HCL Tab IP 150mg (D20002) and Omeprazole(Gastro Resistant) Cap IP 20 Mg (D20004/12) shall of Aluminium Strip. Thickness of Aluminium foil – 40micron, with LDPE 25 micron coating/heat seal lacquer.
7. The rigid PVC used in blister packing should be of not less than 250 microns and shall be not less than 60 GSM PVDC coated.
8. The minimum size (length x breadth) of a blister strip shall be 6.5 cm x 3 cm.
9. The bottles containing Dry powder oral suspension shall be hermetically protected with a foil inner seal (induction sealing) in addition to normal screw caps.
10. Liquid orals to be supplied only in glass bottles/plastic bottles conforming to IP/Drug & Cosmetics Act.

11. Unit carton should be used for liquid preparations requiring protection from light.
12. Large volume parenterals to be quoted and supplied only in plastic bottles/poly packs conforming to I.P.
13. Containers and closures used shall preserve the properties of the drug contain and protect the contents from contamination.
14. All Corrugated boxes should be of 'A' grade paper ie., Virgin craft paper(minimum 120GSM) and minimum bursting strength of 7Kg/cm².
15. All items should be packed only in first hand boxes only.
16. **FLUTE:** The corrugated boxes should be of narrow flute.
17. **JOINT:** Every box should be preferably single joint and not more than two joints.
18. **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.
19. **FLAP:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60° should not crack.
20. **TAPE:** Every box should be sealed with gum tape running along the top and lower opening.
21. **CARRY STRAP:** Every box should be strapped with two parallel nylon carry straps (they should intersect).
22. **LABEL:** The labels should be clear and legible and should be affixed on primary, secondary and tertiary packing as per the regulations of D&C act. Every corrugated box should carry a large outer label at least 15 cms x 10 cms 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 below.

***Note:** -The GENERIC NAME of the drug shall be legibly written on the label in Bold capital letters with appropriate font size (Minimum 12 points).*

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

24. **SPECIFICATION FOR THERMOCOL BOXES HOLDING**

TABLETS / CAPSULES/INJECTABLE (IN VIALS AND AMPOULES)

- a) 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.
- b) 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

LABELING SPECIFICATIONS

DRUGS/SUPPLIES

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

IMPORTED PRODUCTS

In case of imported products, affixing rubber stamp s is allowed with indelible ink either on the label borne by the container of the product or on the label affixed to any package in which the product is issued.

SPECIMEN LABEL FOR OUTER CARTON

15 cms

Product name :

EXP. DATE :


Batch. :
Mfg Date:
Manufactured by:

Quantity Packed:
Net Weight:

KERALA GOVT SUPPLY – NOT FOR SALE

1. BAR CODING DETAILS

BOX NO	:
PO NUMBER	:
SUPPLIER CODE	:
SUPPLIER NAME	:
DRUG CODE	:
DRUG NAME	:
BATCH NO	:
MFG DATE	:
EXPIRY DATE	:
BATCH QUANTITY	:



ANNEXURE – VII

DETAILS OF THE BIDDER AND MANUFACTURING UNITS

I. Bidder Details				
A	a.	Name of the Bidder	:	
	b	Address for Communication	:	
	c	PIN code	:	
	d	Land Phone No	:	
	e	Mobile No	:	
	f	Fax	:	
	g	Email ID	:	
B	a.	Name of the Person to whom purchase orders and other communications are to be sent.	:	
	b	Land Phone No	:	
	c	Mobile No.	:	
	d	Email ID	:	
C	a	Name of the Authorized person who co-ordinates logistic and supply of drugs	:	
	b	Designation	:	
	c	Land Phone No	:	
	d	Mobile No	:	
	e	Email ID	:	
D	a.	Name of the authorized person in the account department of	:	
	b.	Land phone No.	:	
	c.	Mobile	:	
	d.	Email Id	:	
E		GST Registration No. of the bidder	:	
F		PAN of the bidder	:	
II Details of Manufacturing Units *				
A	a.	Name of the Manufacturer - I	:	
	b.	Address of the manufacturing	:	

		unit -I		
	c.	GST Registration No. of the manufacturing unit -I	:	
	d.	Drugs manufacturing license No. & Date	:	
	e.	Name of Contact person, Contact No, Email ID	:	
B	a.	Name of the Manufacturer - II	:	
	b.	Address of the manufacturing unit - II	:	
	c.	GST Registration No. of the manufacturing unit - II	:	
	d.	Drug manufacturing license No. & Date	:	
	e.	Name of Contact person, Contact No, Email ID	:	
<p>* If the items offered are manufactured in two or more manufacturing units/loan licensee, the above details of all the units shall be furnished.</p>				
III.	Bank Details			
A	Name of the Bank		:	
B	Branch Name & Address		:	
C	Branch Code No.		:	
D	Branch Telephone No.		:	
E	Branch email ID		:	
F	IFS code of the Branch		:	
G	Type of Account (current/savings)		:	
H	Bank Account Number(as appear in the cheque book)		:	

FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT

To

The Kerala Medical Services Corporation Limited
(Address)

WHEREAS _____ (Name and address of the Company) (hereinafter called “the bidder”) has undertaken, in pursuance of tender no _____ dated _____ (herein after called “the tender”) to participate in the tender of Kerala Medical Services Corporation Limited, (address), for the procurement of drugs /supplies.

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender;

AND WHEREAS we have agreed to give the bidder ----- (name and address) such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, 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 bidder to be in default under the tender conditions 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 bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(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 tender to be performed there under or of any of the Tender 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 bidder(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Kerala Medical Services Corporation Limited.

This Guarantee will remain in force up to _____ (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of -----(Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

AGREEMENT

THIS AGREEMENT made on this..... day of, 2026 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 vide TENDER NO. **KMSCL/ED/I&II/RC/2025/027 Dated 11.12.2025**. 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. This agreement shall deem to extend to such LOIs as may be issued in pursuance and in accordance with the tender.
 4. Any supply made on the purchase orders placed against this tender before the execution of this agreement shall deemed to be covered by this agreement and all terms and conditions of the tender applied to such supplies
 5. 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.
 6. 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.
 7. 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	Rate (Rs.)	LOI Quantity	Value (Rs)
Total Value (Rs.)							

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)

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 the Letter of intent/contract no _____ dated _____ (herein after called “the contract”) with the Kerala Medical Services Corporation Limited, Thycaud.P.O, Thiruvananthapuram, Kerala – 695014, for the supply of drugs/supplies against the tender no..... dated

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/other contracts in force;

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/other contracts in force 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 of 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

Guidelines for preparation of BOQ

APPENDIX-I

Tender Inviting Authority: The Managing Director, Kerala Medical Services Corporation Ltd											
Name of Work: E-Tender for the Procurement of Drugs for the Year 2026-27											
Tender No. KMSCL/ED/I&II/RC/2025/027 Dated 11.12.2025											
Bidder Name:		M/s.									
PRICE SCHEDULE : (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, Basic Price & GST values).											
Sl. No	Item Description	Item Code	Quantity Tendered (in units)	Unit	GST % as per Available Records	Basic Price/unit (in Rs.)	CGST Value (in Rs)	SGST Value (in Rs)	IGST Value (in Rs)	GST Value (in Rs)	Total Amount /unit (in Rs)(7+11)
1	2	3	4	5	6	7	8	9	10	11	12

Column No 1 to 6

Included necessary descriptions prefilled and edit protected so that no modifications can be made to these columns.

Column No.8,9,10

Bidder shall fill the GST values (SGST/CGST/IGST as applicable) of all offered items in the respective columns.

Column No.6

Total GST % of the tendered items, as per available records, is furnished in column No. 6 of BOQ.

Column No.11

The GST value will be calculated automatically and reflected based on the total GST % (Column No.6).

Column No.7

Bidder shall necessarily quote Basic Price/unit inclusive of freight, insurance, loading/unloading and handling charges offered by bidder exclusive of GST.

Column No-12

The landed price (final price) including GST, will be automatically reflected by addition of the Basic price (entered by the bidder) and GST value.

Note : *The Basic Price entered by the bidder in column No. 7 of BOQ will only be considered for bid ranking.*

APPENDIX – II

WAREHOUSE DETAILS					
SL	Ware house Name	Postal Address	E-MAIL ID	Land line No	Mob No
1	THIRUVANANTHAPURAM	District Drug Warehouse, DMO Compound, General Hospital, Palayam, Trivandrum-695035	mgrtvm.kmscl@kerala.gov.in	0471- 2470222	9496003900
	THIRUVANANTHAPURAM KINFRA	District Drug Warehouse, Kinfra, Menamkulam Kazhakuttom, Trivandrum-695586	mgrkinfra.kmscl@kerala.gov.in	0471- 2704277	9447065063
2	KOLLAM	District Drug Warehouse , Kerala State Warehousing Corporation , Karikkode P.O, Karikkode Kollam Pin Code : 691005	mgrklm.kmscl@kerala.gov.in	0474- 2731238	9496004500
3	PATHANAMTHITTA ADOOR	District Drug Ware HouseXv/ 556 (6), 556 (7) & 556(8) K.P Road, Near Malabar Gold, Kannamkode, Adoor (Pathanamthitta) Pin: 691523	mgrpta.kmscl@kerala.gov.in	04734- 223442	9496004600
4	IDUKKI PAINAV	District Drug Ware House, Near Idukki Govt. Medical College, Idukki Colony P O, Cheruthoni., Idukki. Pin- 685602	mgridk.kmscl@kerala.gov.in	0486- 2232228	9496004900
5	KOTTAYAM	District Drug Warehouse, Kerala Medical Services Corporation Ltd., Behind Govt.Hss Arpookkara Near Govt.Medical College Kottayam- 686008	mgrktm.kmscl@kerala.gov.in	0481- 2790618	9496004800
6	ALAPPUZHA DDWH	Near Nursing College, Vandanam P O, Ambalappuzha Alappuzha 688001	mgralp.kmscl@kerala.gov.in	0477- 2282302	9496004700
7	ERNAKULAM	District Drug Ware House, Udyogamandal, Near St. Joseph Hospital, Manjummel, Ernakulam- 683501	mgrekm.kmscl@kerala.gov.in	0484- 2555009	9496005400
8	THRISSUR	District Drug Ware House, High Road, Opp. Police Officer's	mgrtsr.kmscl@kerala.gov.in	0487- 2423369	9447791387

WAREHOUSE DETAILS					
SL	Ware house Name	Postal Address	E-MAIL ID	Land line No	Mob No
		Quarters, Thrissur-680001			
	THRISSUR, CWC	Central Warehousing Corporation, Kuriachira. P.O, Thrissur-680006	mgrtsr.kmscl@kerala.gov.in	0487-2423369	9447967413
9	PALAKKAD	District Drug Ware House, District Hospital Compound, Court Road, Palakkad-678001	mgrpkd.kmscl@kerala.gov.in	0491-2533336	9496006200
10	MALAPPURAM TIRUR	District Drug Ware House, Near Fire Force Station-Tirur, Tirur(Po), Malapuram- 676101	mgrtirur.kmscl@kerala.gov.in	0494-2426759	9496003914
	MALAPPURAM MANJERI	District Drug Ware House, State Warehousing Corporation Compound, Karuvambram P.O., Cheranni, Manjeri, MalapuramDistrict.- 676123	mgrmpm.kmscl@kerala.gov.in	0483-2760744	9496005800
11	KOZHIKKODE	District Drug Warehouse, Karuvannur Post Naduvannur (Via) Kozhikode, Pin- 673614 Kozhikode Kuttiady Highway, Kerala.	mgrkkd.kmscl@kerala.gov.in	0496-2653930	9496006400
12	KANNUR	District Drug Warehouse, Harichandra Weaving Mill's Compound (HWM), Near Lakshmanan Kada Bus Stop, Thana Kakkad, Road , Kannur-670002	mgrknr.kmscl@kerala.gov.in	0497-2705046	9496006700
13	WAYANAD KALPETTA	State Ware House Building, Near Fathima Hospital, Pinangode Road, Kalpetta, Wayanad -673121	mgrwyd.kmscl@kerala.gov.in	0493-6202898	9496006500
14	KASARGOD	District Drug Ware House, Near Old District Hospital, Kanhangad, Kasaragod-671315	mgrkzd.kmscl@kerala.gov.in	0467-2206464	9496006900

APPENDIX –III

A	List of Drugs which require Mandatory testing at CDL				
SL No	Category	Drug Code	Drug Name	Strength	Unit
1	CAT-I	D21012	ANTI SNAKE VENOM (FREEZE DRIED) POLYVALENT INJ	10ml	Vial
2	CAT-II	D21079	DIPHTHERIA ANTITOXIN INJ IP	1000 iu/ml	10 ml Vial
3	CAT-II	D21015	EQUINE ANTI RABIES IMMUNOGLOBULIN INJ	300 IU/ml	5 ml Vial
4	CAT-II	D21021/ 12	RABIES VACCINE HUMAN IP (CELL CULTURE- CHICK EMBRYO/VERO) WITH 1 ML DILUENT, 2ML SYRINGE WITH NEEDLE 24G AND FILE FOR OPENING.(FOR INTRA DERMAL ROUTE OF ADMINISTRATION)	2.5 IU	1ml
5	CAT-II	D21009/ 12	TETANUS VACCINE (ADSORBED) INJ IP	0.5ml	Amp

B	List of Drugs which require Mandatory testing at NIB				
SL No	Category	Drug Code	Drug Name	Strength	Unit
1	CAT I	D12022	ERYTHROPOETIN RECOMBINANT INJ	4000 IU	Vial/PFS
2	CAT-II	D12060	ENOXAPARIN INJECTION IP (LOW MOLECULAR WEIGHT HEPARIN INJ)	40 mg/0.4 ml	Amp
3	CAT I	D12003	HEPARIN SODIUM INJ IP	5000 IU/ml	5 ml Vial
4	CAT-II	D21095	RECOMBINANT ANTI D IMMUNOGLOBULIN INJ	300 mcg	Vial/PFS
5	CAT-II	D21010	TETANUS IMMUNOGLOBULIN INJ IP	250 IU	Vial/Amp

C	List of Drugs which required import permit from Excise Commissioner of the State for transit from other State				
SL No	Category	Drug Code	Drug Name	Strength	Unit
1	CAT-I	D01007	PETHIDINE HYDROCHLORIDE INJ IP	50 mg/ml	2 ml Amp

D	List of External Liquid Preparation requiring label in yellow background with red band on the top				
SL No	Category	Drug Code	Drug Name	Strength	Unit
1	CAT-I	D14026/12	BENZYL BENZOATE APPLICATION IP	25% w/w	100 ml bottle
2	CAT-I	D14030/12	CALAMINE LOTION IP	50 ml	bottle
3	CAT-I	D14027	TURPENTINE LINIMENT IP	100ml	bottle

&