

DISTRICT HEALTH & FAMILY WELFARE SOCIETY BLINDNESS CONTROL (NPCB)
Room no: 308, 1st floor T.B Centre , , OppBishiop Jerome Nagar, Chinnakada, Kollam
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e-TENDER DOCUMENT
FOR THE PROCUREMENT OF OPHTHALMIC
MEDICINES, INSTRUMENTS AND EQUIPMENTS and SPECTACLES for the year 2018-19

No:DPMSU-KLM/1641/DEO(NPCB)/2018/DPMSU

Bid Submission starting Date & Time : 3 PM on 27/09/2018

Last date and time for the online uploading of Tender : 5 PM on 12/10/2018

Date and time of online opening of Technical Bid : 11 AM on 15/10/2018

For more details;

www.arogyakeralam.gov.in

SECTION I - INTRODUCTION

1. 1 National Programme for Control of Blindness was launched in the year 1976 as a 100% Centrally Sponsored scheme with the goal to reduce the prevalence of blindness from 1.4% to 0.3%. The Blindness Control Society has been merged with the District Health & Family Welfare Society. This tender is being floated by the District Programme Officer, Blindness Control on behalf of the District Health and Family Welfare Society.
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 There is a tendency among some bidders to buy extra time by submitting bids deficit of some documents. Bidders are cautioned that bids devoid of proper documents or adequate information are liable to be rejected summarily. Bids of firms who have furnished all the required documents for each of the product offered alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected summarily. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for furnishing the missing documents.
1. 4 All supplies shall be of quality certified and licensed for use in Kerala State by appropriate authorities as per existing laws, rules and regulations. The bidders are cautioned that supply of drugs of inferior quality would attract different penal provisions. It is the onus of the manufacturer and supplier under the Drugs and Cosmetics Act and Rules to produce and supply drugs of standard quality and various measures are prescribed in the law to achieve the object. If needed, the Society would be testing the drugs and other materials at random at different stages, at discretion, and the supplier will have the obligation to pay the cost of the goods found to be defective and may also be liable for criminal procedures as may be initiated by the Drugs Control department. The bidder will also be liable for disqualification from the tenders of the Society.
1. 5 The track record of the bidder in the field of institution supplies shall also be verified. Report of non-compliance of GMP norms specified under Schedule M of the Drugs and Cosmetics Rules will lead to the disqualification of the firm, even if the firms are holding valid cGMP certificates issued by the Drugs Control Administration of the respective State.
1. 6 Amendments in the terms and conditions of the Tender Documents may be necessitated before the opening of Technical Bid on the basis of feedbacks obtained from pre-tender meeting and on expert advice on the feedbacks.
1. 7 Since the drugs procured are meant for treatment of precious human life in Government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that only quality drugs are procured and supplied. In order to ensure the quality of the drugs supplied by the firms during the course of the tender period, multiple samples of the same batch may be forwarded to different empaneled laboratories of Kerala Medical Services Corporation. The quality of drugs supplied is of paramount importance and will not be compromised. It is to be mentioned that short-supplies/ delayed supplies etc are matters that involve penalties and payments will be delayed and reduced to the extent the penalties may

necessitate. Suppliers are therefore in their own interest, the interests of the Society and the general interests of the user institutions and public to make timely supplies complying with all specifications of quality including packaging and quantity. If on testing in the laboratory or other verifications the drug is found to be of inferior quality or not complying with the parameters of quality including packaging or any of the provisions of the law the drug supplied will be refused and the supplier will be liable to repay the amount paid and make good the other losses as may be applicable.

1. 8 Where any drug is found to be Not of standard quality or misbranded or adulterated or spurious or otherwise contravenes the provisions of the Drugs and Cosmetics Act or Rules, the payments for the entire supply of the batch(s) concerned will be withheld or recovered. However, if the Tender Inviting Authority finds the supplier to be an unreliable party by virtue of the violations of the law or of the contract as the case may be, the TIA may terminate the contract and also may blacklist the supplier. Apart from the tests mentioned in the official monographs, additional tests like friability and hardness of the tablets, leak test for primary packing of the products, freedom from pathogenic organisms etc will be conducted as drug safety depends upon total quality compliance. The suppliers shall be solely responsible for ensuring the quality of the item during transportation and shelf-life. The packaging drugs used for primary and secondary packaging shall be of such nature that the quality of the drug contained is preserved throughout its life period. The storage requirements stated on the labels shall be in accordance with the provisions of the Drugs and Cosmetics Rules only and prescribing cool or cold storage for drugs in respect of which no such stipulation is made in the law will not be acceptable. Quality Assurance goes together with Quality Control and it is the onus of the bidder to ensure not only proper quality control but also total quality assurance.

Sd/-

Dr. C R JAYASANKAR
DISTRICT PROGRAM OFFICER
Tender Inviting Authority

26.09.18

SECTION II

SCOPE AND DESCRIPTION OF TENDER

2.1 Scope

The Program aims to reduce the backlog of blindness through identification and treatment of blind at primary, secondary and tertiary levels based on assessment of the overall burden of visual impairment in the country. Ophthalmology Equipments, Instruments and Medicines are needed for post cataract surgery patients and Spectacles are needed for School children & post cataract surgery for the year 2018-19. For this purpose and on behalf of the District Health and Family Welfare Society, NPCB Kollam District Office and National Health Mission will undertake and oversee the procurement process, ensure that the successful bidders are supplying the drugs tendered properly at the locations/institutions specified during the agreed period of contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

2.2 General Explanations& Description

2.2.1 *Tender Inviting Authority (TIA)* – District Program Officer of theNPCB, Kollam 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.

2.2.2 *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.

2.2.3 *Blacklisting/ debarring* – the event occurring by the operation ofthe conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period up to 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to supply of substandard, misbranded, adulterated or spurious or any drugs / products manufactured/ imported in contravention of any of the laws of the land and for indulging fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term will include, among all other things, making false/ misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence/affect/ stall the tender/ procurement/ payment processes in any way, making false/ baseless complaints about other bidders or bids or products or any person/ organization/ related to the tender activities etc and such activities as specified in this Tender Document. Blacklisting/debarring etc by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.

2.2.4 *Drug* - means and includes, substances defined as drug in the Drugs and Cosmetics act 1940.

2.2.5 *Infirmities* - means non-compliance of any of the requirement specified in the Tender Document.

2.2.6 *L1 rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.

2.2.7 *Matched L1 rate* - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular product and agreed to abide by the terms and conditions of the Tender Document.

2.2.8 *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.

2.2.9 *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.

2.2.10 *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.

2.2.11 *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.

2.2.12 *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 purchase order.

2.2.13 *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.

2.2.14 *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.

2.2.15 *Domestic Micro, Small and Medium Enterprises'* – means industrial units as classified in Clause 7(1) of chapter III of the Micro, Small and Medium Enterprises Development Act, 2006 which manufactures the goods within the state and registered with the competent authority of the Industries and Commerce Department of Govt. of Kerala.

2.2.16 *Empanelled laboratory* - Drug testing laboratory approved under the Drugs and Cosmetics Act, empanelled by KMSCL for the purpose of conducting analytical testing of drugs listed in Section IV supplied by the suppliers.

2.2.17 *Appellate Laboratory* – The Drugs Testing Laboratory of the Drugs Control Department, Kerala will be the Appellate Laboratory of the Tender Inviting Authority for settling and deciding the disputes relating to the quality of drugs. The report of the appellate laboratory will be final and conclusive for the purpose of this tender.

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

2.2.19 The bidders cannot withdraw their bid within the minimum price firmness period of 60 days from the date of opening of Technical Bid.

2. 3 Brief Description:

2.3.1 A two bid system consisting of Technical Bid and Price Bid is adopted in the invitation of bids. Only those bidders who meet the pre-qualification criteria set out in this Tender Document will be eligible for opening of price bids.

2.3.2 A complete set of Tender Documents can be downloaded from the e-Procurement portal www.etenders.kerala.gov.in. The tender is also available in the official web-site of the NHM.

2.3.3 In order to participate in the tender using the e-Procurement system, the bidders are required to get enrolled in the e-Procurement portal of Govt. of Kerala-"www.etenders.kerala.gov.in"

2.3.4 Bidders who wish to participate in the e-tendering shall have valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. The bidders can get Digital Signature Certificate from any of the Government approved certifying agency i.e. consultancy services. The bidders may obtain information required to issuance of Digital procurement system from the e-tender portal itself. Help desk telephone No.1800 233 7315 (toll free) or 0471-2577088/188/388 can also be availed.

2.3.5 The bids submitted online should be signed electronically with digital signature to establish the identity of the bidders bidding online. The bidders shall issue DSC to only the responsible person who is authorized to submit online bids.

2.3.6 All bids must be accompanied with Earnest Money Deposit as specified in the Tender Document, if not exempted. State Micro, Small and Medium Enterprises registered with Government of Kerala and State PSUs are exempted from remittance of Earnest Money Deposit for products

manufactured within Kerala. Domestic MSMEs shall furnish valid registration certificate from the competent authority.

2.3.7 The submission and opening of the tenders will be online. Failure to furnish the documents containing all the details specified on-line shall result in summary rejection of the bid.

2.3.8 The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online.

2.3.9 The Price Bids of only the short-listed technically qualified bidders will be opened. The short-listing of the bidders will be carried out on the basis of the technical evaluation.

2.3.13 Supply of drugs in contravention to any of the provisions of the Drugs and Cosmetic Act and supply of drugs in violation of the tender conditions will lead to blacklisting of the bidders.

2.3.16 Appeals against the orders of the Tender Inviting Authority may be made to the Government within 15 days from the receipt of communication.

2.3.17 Bidders may obtain further information from the head office of the Tender Inviting Authority.

SECTION III

TENDER SCHEDULE

3. Tender Details

1	Tender No.	DPMSU-KLM/1641/DEO(NPCB)/2018/DPMSU
2	Earnest Money Deposit (EMD)	2.5% of estimate cost of tender for each category
3	Performance Security	5% of estimate cost of tender (inclusive of all taxes)
4	Cost of Tender	Rs.5000/- +12% GST
5	Validity of EMD	90 days from the date of opening of Technical Bid.
6	Validity of Security deposit	6 months from the date of execution of agreement or 3 months after successful completion of supply whichever is later.

3. Schedule of Dates

Sl. No.	Particulars	Date and time
1.	<i>Date and time of commencement of downloading (by bidders) of Tender</i>	27.09.2018

	<i>Document</i>	1:00 PM
2.	<i>Date & Time of pre-bid meeting</i>	Not Applicable
3.	<i>Bid submission starting date & time</i>	3:00 PM on 27.09.2018
4.	<i>Last date and time of uploading (by bidders) of tender</i>	12.10.2018 5.00 PM
5.	<i>Date, time and venue of opening of the Technical Bid</i>	15.10.2018 11.00 am
6.	<i>Date of opening of the price bid</i>	To be informed to the bidders qualifying in the Technical Evaluation

(Bid Document and subsequent clarifications on bid terms, if any, can be downloaded from e-tender web site, <https://etenders.kerala.gov.in>). For more clarifications pls contact IT mission help line 0471 – 2577388, 2577188, 2577088

SECTION IV

DETAILS OF ITEMS TENDERED

Ophthalmic Equipments, Instruments, Ophthalmic Medicines and Spectacles for the use of post Cataract Surgery patients & School children in Kollam district as part of National Blindness Control Programme.

4.1 List of items Tendered

4.1.1 List of Ophthalmic Instruments/Equipment for the year 2018-2019

Sl No	Item/Description	Unit	Approximate Qty
1	Mosquito Forceps Curved	1No	32
2	Eye Speculum Medium size	1No	45
3	Superior Rectus Forceps	1No	45
4	Conjunctival Scissors	1No	40
5	Corneal Scissors(CASTROVIEJO)	1No	20
6	Vannas Scissors (angled)	1No	25
7	Capsulorrhexis forceps	1No	18
8	Lens Dialer (Sinskey hook)	1No	50
9	Iris Repositor	1No	10
10	Vectis (thin serrated long loop)	1No	10
11	Lens holding forceps	1No	30
12	Mc Pherson Forceps (angled)	1No	20
13	Mc Phersons Tying Forceps	1No	10
14	Barraquer's Needle Holder)	1No	10
15	Simcoe Cannula 23G Thin	1No	150
16	Simcoe Cannula 22G	1No	60
17	Irrigating Vectis	1No	40
18	Enucleation Set	1No	4
19	Hydrodissection cannula (27G/26G/23G)	1No	110
20	Capsule Tension ring	1No	20
21	Lacrimal Cannula	1No	40
22	Chalazion Clamp(Rectangular)	1No	5
23	26G Needle - ½ inch	1No	12000
24	Chalazion Curette (Small)	1No	5
25	Muscle Hook	1No	2
26	Epilation Forceps	1No	6
27	Lims Forceps	1No	27
28	Colibri Forceps	1No	25
29	Suture 10-0 Nylon with needle	Box of 10	20 boxes
30	Suture 5-0 silk	Box of 10	20 boxes
31	Suture 6'0 silk with needle	Box of 10	26 boxes
32	Suture 3'0 silk without needle	Box of 10	10 boxes
33	8'0 Black silk	Box of 10	6boxes
34	Small Incision Blade-Crescent	1No	5000
35	Small Incision Blade-Keratome	1No	5000
36	Small Incision Blade-Side port	1No	4250
37	No.16 suture needle- Round body	1No	110
38	Wire Speculum - Medium -Closed Type	1No	15

39	Wire Speculum Small closed type	1No	20
40	Intra Ocular Lens (Power 18.5 to 24.5)	1No	5000
41	AC IOL (Power 17 to 20)	1No	85
42	Foldable IOL(pre loaded) Power (20 – 23.5)	1No	665
43	Iris Claw lenses – [power +17 to +20)	1No	70
44	Enucleation spoon	1 No	4
45	Surgical Drape	1 No	5000
46	Fluorescent Strip	1 No	600
47	Conjunctival Forceps Tooth less	1 No	10
48	Enucleation scissors	1 No	4
49	Dark Goggles	1 No	4200
50	Schirmer Strip	Box of 100	50
51	Iris Retractor Set	1No	2
52	Fibrin Glue	1No	20
53	Artery Forceps small	1No	15
54	Kelly's Punch	1No	6
55	J'Cannula	1No	5
56	Snellen vision Testing Drum with remote control 3 metre reverse	1No	10
57	Ophthalmic Diagnostic Trial Set with Metal ring (0.25D to 20 D)	1No	6
58	Trial Frame (Adult)	1No	60
59	Near Vision Chart	1No	50
60	Trial Frame (Peadiatric)	1No	20
61	Bulb for Operating Microscope	1No	15
62	Streak Retinoscope	1No	5
63	Ishiharascalour vision Chart	1 No	10
64	Mini Trial set (light weight) Power 0.25 to 10 diopters (spherical lenses) 0.25 to 5 diopters (cylinder lenses)all lenses must be available in pair	1No	40
65	Suture tying forceps	1 No	10
66	No.15 Blade	1 No	500
67	No.11 Blade	1 No	250
68	Pupil dilating hook	1 No	10
69	Drum Small	1 No	2
70	Drum Medium	1 No	3
71	Drum Large	1 No	3

72	Instrument box for Autoclaving	1 Box	5
73	Small bowl	1 No	20
74	Kidney tray	1 No	10
75	Tray with Lid	1 No	9
76	Schiotz Tonometer	1 No	10
77	Phaco tubing (galaxy)	1 No	1
78	Phaco tip (galaxy)	1 No	1
79	PhacoSleave (galaxy)	1 No	1
80	Anterior Vitrectomy unit	1 No	1

Note regarding instruments

1. Should be brand new item and fabricated using High Quality Medical grade StainlessSteel preferably SS 304/316/420 having high tensile strength and anti-corrosive in nature.
2. Instruments should be Dimensionally Accurate and should have Excellent Surface Finish
3. Instruments should have should have Long Functional Life, Safe & Easy to use
4. All instruments will be inspected by Normal Vision / Magnification.
5. Should have manufactures identification mark engraved on it.
6. In case any instrument name belongs to a particular brand, equivalent model may bequoted which can be used for the same purpose.
7. All the instruments should have replacement warranty from manufactures and shall berepairable against any wear and tear problems.

4.1.2 List of Spectacles for the year 2018-2019

SI No	Item/Description	Approximate Qty
1	Single vision spectacles for school children – Varying power, Metal frame with CR-39 lens fibre/plastic glasses	1785
2	Bifocal Spectacles for post cataract surgery Varying power, Metal/Shell frame with CR-39 lens	600
3	Dark Goggles for postoperative use	2000
4	Bifocal Spectacles for Old aged poor patients spectacles frame with CR 39 fibre/plastic glasses	1000

4.1.3 List of Ophthalmic Medicines for the year 2018-2019

SI No	Description	Strength	Unit	Approximate Qty
1	Atropine Eye Drops	0.5% w/v	5 ml	100

2	Tobramycin Eye Ointment	0.3%	3 Gm	600
3	Moxifloxacin Eye Ointment	0.5% w/w	5 Gm tube	775
4	Prednisolone Acetate Eye Drops	1% w/v	10 ml	5500
5	Sodium Chloride Eye Ointment	6% w/w	3 Gm tube	150
6	Acyclovir eye Ointment	3% w/w	5 Gm tube	950
7	Balanced salt Solution		500 ml	2200
8	Betoxolol Eye Drops	0.5% w/v	5 ml	210
9	Tropicamide eye drops	1% w/v	3 ml / 5 ml	100
10	Sodium Chloride Eye Solution	5% w/v	10 ml	100
11	Proparacaine Hydrochloride Ophthalmic solution	0.5%	5 ml	1750
12	Loteprednole eye drops	0.5% w/v	5 ml	1000
13	Hydroxypropyl Methyl Cellulose (HPMC) Eye drops	2%	10 ml/5ml	5000
14	Intracameral Adrenaline (preservative free)	0.001%	1 ml	50
15	Intracameral Xylocaine (preservative free)	1%	1 ml	175
16	IntraVitrealtriamcinolone acetamide	4 mg/0.05 ml		30
17	Hydroxypropyl Methyl Cellulose (HPMC) gel with prefilled syringe	2% w/v	2 ml	5700
18	Sterile Ophthalmic Viscoelastic Injection (Chondroitin Sulphate + Sodium Hyaluronate)		0.75 ml	500
19	SodiumHyaluronate Ophthalmic Injection	2 ml		1000
20	Trypan Blue Injection	0.06% w/v	0.5 ml	1675
21	Pilocarpine Ophthalmic Solution (Intracameral)	0.5% w/v	1 ml	1350
22	Bupivacaine Hydrochloride Injection	0.5% w/v	20 ml Vial	1275
23	Xylocaine with Adrenaline Injection	2% w/v	30 ml Vial	1350
24	Xylocaine Injection without adrenaline	2% w/v	30 ml Vial	200
25	Hyaluronidase (for Injection)	1500 IU	1 Vial	1225
26	Nepafenac eye drops	0.1% w/v	5 ml	1550
27	Flurbiprofen eye drops	0.03% w/v	5 ml	3500
28	Bimatoprost Eye Drops	0.03% w/v	5 ml	600
29	Tab. Acetazolamide	250 mg	1	2000
30	Potassium Iodide 3.3% w/v Calcium Chloride 1.0% w/v Sodium Chloride 0.83% w/v in sterile aqueous base Eye Drops		10 ml bottle	1025

31	Bromfenac eye drops	0.09% w/v	5 ml	1000
32	Timolol Maleate eye drops	0.5% w/v	5 ml	2025
33	Inj.Mannitol	20 mg/100 ml	100 ml	250
34	Chloramphenicol eye drops	0.4% w/v	5 ml	500
35	Povidone iodine eye drops	5%	5 ml	1200
36	Olopatidine eye drops	1 mg/ml	5 ml	2025
37	Dorzolamide eye drops	2% w/v	5 ml	350
38	Natamycin eye drops	5% w/v	5 ml	505
39	Cyclopentolate eye drops	1 % w/v	5 ml	50
40	Gatifloxacin eye drops	0.3% w/v	5 ml	1000
41	Carboxy methyl cellulose Eye drops	0.5%	10 ml	2200
42	Atropine eye Ointment	1 %w/w	3 g	100
43	Ciprofloxacin eye ointment	0.3% w/w	5 g	500
44	Brimonidine eye drops	0.2%	5 ml	500
45	Tropicamide + Phenylephrine	0.8 +5%	5 ml	5000
46	Ofloxacin eye drops	0.3%	10 ml	2000
47	Inj Dexamethasone	4mg/ml	5 ml vial	250

SECTION V

SPECIFIC CONDITIONS OF CONTRACT

5.1. Time Limits prescribed

Sl. No	Activity	:	Time Limit
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1	<i>LOI/Purchase order</i>		<p>The supplier shall submit agreement, copy of LOI duly signed and sealed on all pages in token acceptance, required security deposit and other documents specified in the tender document. The supplier should submit the items specified in the Purchase order with in 15 days of receipt of Purchase Order</p>
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1			<p>EMD submitted online will be discharged/ refunded automatically to the bidders account after finalizing the tender.</p>
	Unsuccessful		

2	<i>Release of EMD</i>		
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			<p>EMD submitted online will be released on signing the</p>
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2 Successful bidders contract after furnishing of required Security Deposit. EMD submitted online may also be adjusted towards Security Deposit on request of the bidder.

Release of security

deposit
/performance
security

6 months from the date of execution of agreement or 3 months after successful completion of supply whichever is later.

5.2 Eligibility criteria for participating in the tender

5.2.1 Average Annual turnover in the last three years (2014-15, 2015-16 and 2016-17) should be submitted as shown in Annexure II

5.2.2 The bidder should hold valid GMP certificate issued by the licensing authority.

5.2.4 The bidder shall not be convicted under the Drugs and Cosmetics Act and other laws administrated by the department and no prosecution actions shall be in progress or pending against the licensee and the license of the firm shall not be cancelled or suspended for non-compliance of provisions of Drugs and Cosmetics Act 1940 and the rules 1945. The bidder shall submit non-conviction certificate for the drugs offered.

5.2.5 Tender should not be submitted for the product / products which has/have been blacklisted by KMSCL during the period of blacklisting. Tender should not be submitted for the product / products which has/ have been blacklisted/debarred by any other State / Central Government's organization for reason of quality non compliances, GMP non-compliances, major violations of the Drugs and Cosmetics Act and Rules. Concern / Company which has been blacklisted by Tender Inviting Authority for any reasons or blacklisted/debarred by any State Government or Central Government Organization for the above reasons or for reason of furnishing forged/ fabricated/ false document should not participate in the tender during the period of blacklisting/debarring. Where a product(s)/supplier is blacklisted in any other state or by a central Government agency for situations as detailed above occur after the submission /opening of the bid /award of contract, the product(s)/bidder will be liable for blacklisting/rejection/termination/cancellation of contract/ purchase order/LOI etc. The product(s)/bidder will be liable for such action in the event of any conviction /initiation of prosecution action under the Drug and Cosmetics Act at any stage after submission/opening of bid.

5.2.6 Bidders should submit all the necessary documents as prescribed without any ambiguity, errors etc and shall submit the requisite cost of the Tender Document and also the EMD precisely in such manner as is specified in this document. Bids devoid of proper documents are liable to be rejected.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

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

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

6.3 Tender Document and Earnest Money Deposit

6.3.1 The specifications and terms and conditions governing the supply of items 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.

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

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

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

6.3.7 No interest will be paid for the EMD furnished.

6.3.8 The EMD will be forfeited, if a bidder/ successful bidder;

6.3.8.1 Misrepresents facts or submit false/fake documents during the tender process.

6.3.8.2 Violates any terms and conditions of the Tender Document.

6.3.8.3 Withdraws its bid after the opening of Technical Bid;

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

6.3.8.5 Fails to furnish security deposit after issuance of letter of Intent.

6. 4 Mode of payment of Tender Document Cost & EMD

6.4.1 For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website (www.etenders.kerala.gov.in)

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.

6.4.2.2 Account number as per Remittance form only : Bidder should ensure that account number entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in internet banking site is the same as it appears in the remittance form generated for that particular

bid by the e-Procurement system. Bidder should ensure that Tender Document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

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

6.4.2.4 Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc should be entered in the account number column along with account number for NEFT/ RTGS remittance.

6.4.2.5 NEFT/RTGS remittance only allowed: Account to Account transfers, cash payments etc are not allowed and are invalid modes of payments.

6.4.2.6 UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer is used as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.

6.4.2.7 One Remittance form per bidder and per bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

6.4.2.8 The bids will not be considered for further processing if bidders fail to comply on Clauses 6.4.2.1 to 6.4.2.7 above and tender fees and EMD will be remitted back to the account from which it was received.

6.4.2.9 In case of EMD submitted by the bidder is not sufficient to meet the EMD requirement of all the items quoted by him, the available EMD will be adjusted for the items first in the ascending order of category and then in the Sl. Nos. as per the list given by the bidder as per Annexure-II along with the technical bid, till the EMD is exhausted. Further, the tender of such bidder for the remaining items, out of the quoted items, will be treated as non-responsive for want of the EMD. Any part value of EMD remaining unadjusted will be treated as an excess value furnished.

6.4.5 All the prospective bidders on their own interest are requested to avoid last minute rush in making payment and online Bid submission. Non receipt of payment before online opening of the Technical Bid will lead to automatic rejection of the bid.

6. 5 Guidelines for preparation of Tender

6.5.1 The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.5.2 *Language of Bid:* - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language or in Malayalam, if provided. Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English/ Malayalam language in which case, for purposes of interpretation of the Bid, the English/ Malayalam translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language. However, supportive documents in English for bids submitted in Malayalam are acceptable.

6.5.3 The bidder shall furnish a declaration as in Annexure-III of having read and accepted the contents of the Tender Document in full.

6.5.4 All clauses of the Tender Document shall be duly filled up before submission. Any clause left unfilled or improperly filled will lead to rejection of the bid.

6.5.5 An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.5.6 A prospective bidder requiring any clarification of the Tender Documents may notify the Tender Inviting Authority in writing by email at the Tender Inviting Authority's mailing address/fax number indicated in this Tender Document. The Tender Inviting Authority will respond to any request for clarification of the Tender Documents which it receives before 5 days prior to the deadline for submission of bids.

6.5.7 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders will be published in the official website of the Tender Inviting Authority. However it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6. 6 Period of Validity of Tender

6.6.1 The tender must remain valid for minimum 30 days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.6.2 Prior to the expiration of the bid validity the Tender Inviting Authority may with the consent of the bidder, extend the bid validity for another period of 30 days.

6.6.3 The bidder who has extended the bid validity is not required or permitted to modify its bid.

6.6.4 The bidder cannot withdraw the bid within the minimum price firmness period of 60 days.

6.6.5 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting of the successful bidder as per the procedure detailed in Clause 6.39.

6.6.7 Pre-Tender Meeting – Not Applicable

6. 8 Amendment of Tender Documents:

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

6.8.2 Bidders/ Prospective bidders are advised to browse the website of the Tender Inviting Authority for information/ general notices/ amendments to Tender Document etc on a day to day basis till the tender is concluded.

6. 9 Tendering System

6.9.1 The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.

6.9.2 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 6.10.

6.9.3 The Price Bid (BOQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BOQ) in any other form will lead to rejection of bids.

6.9.4 The Tender has been called for in the generic names of drugs. The bidders should quote the rates for the drugs in generic names. The products offered shall comply with the tender specifications given in Section IV. Any variation found will result in the rejection of the tender.

6.9.5 Rates (inclusive of packing & forwarding, Sales Tax, Excise Duty, Customs duty, transportation, handling, loading & unloading, insurance, and any incidental charges) should be quoted for each of the required drug separately on door delivery basis according to the unit specification in the price bid format. Tender for the supply of drugs with cross conditions like "AT CURRENT MARKET RATES", "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., shall not be accepted. Handling (including loading and unloading), clearing, transport charges etc., will not be paid additionally.

6.9.6 The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.

6.9.7 The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Central/State Government and/or the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder

6.9.8 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.

6.9.9 Supplies should be made directly by the bidder and not through any other agency and the invoice should be in the name of the bidder.

6.9.10 Complaints, if any, should be submitted to the District Programme Officer, NPCB in writing. Complaints with ulterior motives will be deemed as fraudulent practice and will be dealt with accordingly.

6.10. Contents of the Technical Bid:

6.10.1 The following documents shall be uploaded online in PDF format along with the Technical Bid. The list of items offered as per BOQ shall be submitted in PDF as well as in Excel Format.

Sl. No.	Document to be uploaded
1.	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.
2.	List of item(s) offered in the format prescribed in Annexure II (PDF & Excel).
3.	Annual turnover statement for last 3 years in the format given in Annexure II certified by the Auditor.

4. Valid GMP Certificate issued by the Licensing authority
5. Copy of G.O/Rate contract with KMSCL

Note: - The original certificates of GMP, G.O, Rate Contract etc produced shall be produced before NPCB, when ever asked.

6.10.2 Copy of Brochures & Technical specifications available for items should be attach by the bidder

6. 11 Price Bid(BOQ)

6.11.1 The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.

6.11.2 The PRICE BID will contain only the "Price Bid Form" (BOQ) and every bidder shall submit their rates in the prescribed proforma attached to the Bid document. The price bid submitted in any other format will be treated as non-response and not considered for tabulation and comparison.

6.11.3 The price bid (BOQ) file shall be downloaded from the e-tender portal and quote the prices on respective fields before uploading it. The bidders shall not rename the BOQ files downloaded.

6.11.4 The bidder shall quote prices in all necessary fields in the available format. All white areas of BOQ file shall be filled by the bidder. The gray areas of BOQ shall not be modified/ edited by the bidder.

6.11.5 The Price Bid shall be submitted online in the format given in this document as Price Bid Form. The Price Bids submitted in any other format or as hard copy will be treated as non-responsive and not considered for tabulation and comparison.

6.11.6 The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported, as the case may be.

6.11.7 The bid once quoted with the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender.

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

6. 12 Method of Submission of Tender

6. 12.1 The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents mentioned in Clause 6.10.1 in the e-tender portal. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, the bid will stand rejected and the EMD of the bidder shall be forfeited and the bidder would be disqualified for future participation in any tender invited by Tender Inviting Authority.

6. 12.2 Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in".

6. 12.3 If a particular document/certificate to be uploaded as specified in Clause 6.10.1, 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. 12.4 Tender by any other means is void.
6. 13 Deadline for submission of Tender.
 6. 13.1 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 not submitted within the stipulated time scheduled in Section III will not be accepted.
6. 14 Modification and Withdrawal of Bids
 6. 14.1 The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Tender.
 6. 14.2 No bid will be allowed to be withdrawn in the interval after the last date & time of submission of online Technical Bids and the expiration of the period of bid validity specified in the Tender Document. Withdrawal of a bid during this interval will result in the forfeiture of its EMD and may lead to black listing of the bidder for a period up to 3 years from the date of issue of such order and the bidder shall be ineligible to participate in any of the bids of the Tender Inviting Authority for that period.

6.15. Opening of Tender

- 6.15.1 The opening of the Technical Bid and the Price Bid will be done online as specified.
- 6.15.2 The Technical Bid will be opened online in the presence of the bidders on the date and time specified in the tender schedule. **The bidders will have to be present with samples of the medicines, spectacles and equipment which are intended to be supplied by them.**The acceptance or rejection of the Technical Bid shall be at the sole discretion of the technical committee constituted for the purpose.
- 6.15.3 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.
- 6.15.4 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time on the next working day.
- 6.15.5 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.

6.16. Evaluation of Tender

- 6.16.1 The findings as to whether the bids are responsive or non-responsive will be published in the website.
- 6.16.2 Bids of firms who have furnished all the required documents for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper document is not furnished for any of the product then offer of that product will be rejected

summarily. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for furnishing the missing documents.

6.16.3 For list of items offered, the pdf format submitted alone will be considered for bid evaluation.

6.16.4 All the items offered in shall be same as that of the tendered specification in respect of the strength, unit, official monograph, minimum shelf life etc. Bidders shall not furnish offer of product which varies with the Specification/requirements as noted in the list of items tendered. Furnishing of Product Permit and Market Standing Certificate of different item/specification in lieu of the tendered item will be treated as misrepresentation of facts and dealt with accordingly.

6.16.5 At any stage after opening of bid/award of contract, if it is found that the offered/supplied item differs from that of tendered specification, the offer of the product will be rejected, contract will be terminated, amount equivalent to the EMD of the product will be forfeited and alternate purchase of the items will be made at the risk and cost of such bidder.

6.16.6 Where the production facilities of the bidder or the level of compliance of GMP requirements are found to be not satisfactory after acceptance of the Bid or the Award of Contract, the TIA shall have the right to terminate the Contract and to make alternate purchase at the risk and cost of the supplier.

6.16.7 The list of eligible bidders/rejected and their accepted products / rejected products as per the findings of the decisions of the Bid evaluation will be published in the website of the Tender Inviting Authority, inviting complaints / suggestions from the bidders / public.

6.16.8 The complaints/ suggestions/ comments received will be scrutinized and their findings along with the provisional list of bidders qualified for Price Bid opening along with the date of opening of the Price Bids will be published in the Corporation's website.

6.16.9 The complaints / suggestions/ comments received will be scrutinized and the findings along with the rank list (L1, L2, L3 etc) will be published

6.16.10 Final rate list of L1 bidders will be published

6.16.11 All the other bidders in the bid status will be permitted to match their offered rate with the final L1 rate published.

6.16.12 A bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected, the agreement will be terminated and the bidder is liable to be blacklisted for a period as decided by the Tender Inviting Authority.

6.16.13 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. 17 Acceptance /Rejection of bids:

6.17.1 The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, user institution, State Government and above all, in public interest.

6.17.2 The Tender Inviting Authority attaches prime importance to the following factors in addition to looking at the prices of the products offered.

16. 18 Quality of the product supplied.
16. 18.1 The competency of the bidder to supply the products in the quantity and quality specified and as per the Purchase order.
16. 18.2 Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered.
16. 18.3 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.
16. 18.4 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. .

6.19. Other terms and Conditions

6.19.1 The bidder will be responsible for making all statutory payments such as Income Tax, Sales Tax, Customs /Excise Duties etc. If it is found that some statutory deduction is to be made at the source, the Tender Inviting Authority will have the authority to do so from the value payable for the goods supplied or from any amount due or becoming due to the supplier.

6. 20 Notices

6.20.1 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;

6.20.2 The tender notices, documents, corrigendum, addendum etc, if any.

6.20.3 Amendments to the tender conditions, if any, especially after the pre-tender meeting or at any stage thereafter.

6.20.4 Results of the responsiveness of the Technical Bids.

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

6.20.6 Product wise rate list with the bid ranking status.

6.20.7 L1 rate list/ bid ranking status.

6.20.8 Final rate list.

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

6.20.11 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.

6.20.12 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. 21 Award of Contract

6.21.1 *Criteria:* - 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.

6.22 Letter of Intent

6.22.1 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. 23 Signing of Contract

1. The successful bidder, upon receipt of the Letter of intent / Purchase Order, shall communicate the acceptance of the Letter of Intent/Purchase order in the copy of the Letter of Intent/Purchase order, furnish the required Security Deposit, furnish the documents required to be furnished and also submit an agreement in the prescribed format as given in Annexure-I within 10 days, in a non-judicial Kerala stamp paper of value of Rs.200/- (stamp duty to be paid by the bidder).
2. If the successful bidder fails to furnish the documents sought and/or, execute the agreement and/ or to deposit the required security deposit within the time specified or withdraws the tender, the award will stand cancelled and the Earnest Money Deposit deposited along with the tender shall stand forfeited without any notice and the bidder shall also be liable to be blacklisted as specified in Clause 6.39.
3. 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 6.39.
4. Withdrawal after award of contract will necessitate alternate purchase at the risk and cost of the bidder and the additional cost over and above the accepted price will be recovered from payments due/deposits/BG/by the way of revenue recovery.
5. Non-compliances in any of the contract provisions will lead to the termination of contract and will be liable for blacklisting as per Clause 6.39.
6. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract. All penal provisions such as blacklisting, termination of contract etc will apply. LOI/PO is liable to be cancelled at the risk and cost of the supplier. Product(s), if any, supplied in such manner will be disqualified and rejected summarily.

6. 24 Security Deposit

6.24.1. There will be a Security Deposit amounting to 5 % of the total value of the awarded items as per Letter of Intent including taxes, which shall be furnished by the successful bidder to the Tender Inviting Authority within 10 days from the date of communication of LOI.

6.24.2 The Security Deposit should be paid upfront along with each contract on or before the due date fixed in the LOI/PO by Tender Inviting Authority in the form of Demand Draft drawn in favour of the District Programme Officer, NPCB, Kollam, Kerala payable at Kollam / Bank Guarantee for a period of 15 months from the date of execution of the agreement or three months after successful completion of the contract whichever is later

6.24.3 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.

6.24.4 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.

6.24.5 Tender Inviting Authority will release the Security Deposit without any interest to the bidder on successful completion of the bidder's all contractual obligations.

6.24.6 The Bank Guarantee submitted in place of Security Deposit/Performance Bank Guarantee shall be in the prescribed format as in the Annexures to this document. Bank Guarantee in no other form will be accepted and will be liable for rejection of the same.

6. 25Purchase Procedures

1. After the conclusion of Price Bid opening, the lowest offer 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.

2. The Tender Inviting Authority will publish the bid status and L₁ rate in the website permitting the other eligible bidders to match with the lowest rate for the item quoted by them and the bidder, who has given consent, in writing, will be considered as Matched L₁ bidder. The bidders agreeing for matching with lowest rate shall furnish the breakup details of their final rate.

3. 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/appropriate proportions.

4 The District Programme Officer, NPCB has right to split the order with two or more suppliers willing to match with L₁ rate as per the tendered quantity and the past performance of the suppliers and preferences applicable to state PSUs/MSMEs. The division will be according to the bid ranking status. Where other eligible bidder match with the L1 rate, the award will be illustrated as follows:

- i. if L₂ bidder matches with the lowest rate then the quantity will be ordered in the ratio 70:30 between L₁& L₂ bidders.
- ii. in case of bulk quantity, if L₂& L₃ bidder's match with the lowest rate then the ratio will be 60:20:20.

- iii. in case L₂ / L₃ bidder has not matched with the lowest rate then the share of the order will be given to the next matched bidder according to the bid ranking status.

6.25.5 If the L₁ supplier has failed to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place Purchase Orders with the Matched L₁ bidder or to the next bidder(s) according to the bid ranking status.

6. 26 Supply Conditions

1. Purchase orders will be placed with the successful bidder in a phased manner based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority.
2. The items supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section IV. Medicines supplied in contravention to any of the provisions of the Drugs & Cosmetics Act and rules made there under will be rejected.
3. The supplier shall supply the items required by the Tender Inviting Authority at the destination within the period stipulated in the purchase order.
4. 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.
5. The supplier shall take utmost care in supplying quality drugs and ensure that the batch number(s) mentioned in the packages of the items tally with the batch number(s) mentioned in the Invoice produced to the Tender Inviting Authority for payment. Also the supplier shall ensure the quantity relevant to the Batch Number(s) of the drugs mentioned in the invoice. Where variations are noticed the supplier shall furnish proper document detailing each batch supplied together with quantities there off in each batch. The supplier will not be eligible for payments without furnishing proper document.
6. Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and this Policy, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which the Tender Inviting Authority will not entertain any claim thereafter.

6. 29 Quality Testing, Quality Control Deduction and Penalties

1. 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.

2. Samples of quality checking needed items asked by TIA should be given for quality inspection.
 3. 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.
 4. 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.
 5. If any two batches of the particular item supplied by the firm during the contract period, fail in any of the quality tests conducted by the Tender Inviting Authority and/or by the Drugs Control Department, then that particular product of that firm will be blacklisted for a period upto 3 years.
 6. 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.
 7. In the case of any drug being spurious or adulterated or misbranded or otherwise contravening the provisions of the law, the company will be blacklisted
 8. 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.
 9. 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. 30 Payment Provisions

1. No advance payments towards costs of items will be made to the supplier.
2. Payments for supply will be considered only after supplied as per the LOI
3. 95% Payments towards the supply of items will be made as per terms and conditions laid down in the Tender Document and the decisions of the Tender Inviting Authority. 5% would be retained as performance security. Payment of the balance 5% will be made only after 6 months from the date of execution of agreement or 3 months after satisfactory completion of supply, whichever is later or 100% payment will be released on furnishing a performance security, towards 5% of the contract value which will be released after the above said period. The performance security shall be furnished in form of bank guarantee or demand draft

drawn in favour of District Programme officer, NPCB Kollam. All payments will be made only by way of electronic fund transfer in favour of the supplier for which the bank details shall be furnished to the Tender Inviting Authority along with technical bid.

4. All bills/ invoices should be raised in triplicate and should be given for NPCB Office
6. 31 Penalties & Deduction in Payments

1. All supply should be made within the stipulated time and as per the Purchase order quantity
2. 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.
3. 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%.
4. If the supply is received in damaged condition it shall not be accepted. In case of damage in the tertiary packing only, the supply will be accepted only after levying penalty @ 5% on the total value of supply to that destination. Continuance of supply in damaged packages will lead to termination of contract. The supplier shall have to replace the goods with damage in primary or secondary packing and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement.
5. If any of the purchase orders are cancelled due to non-supply/the firm is blacklisted, the Corporation is at liberty to purchase the entire tendered quantity of the item from any other sources at the risk and cost of the defaulted bidder.
6. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

6.34 Disputes/Appeal

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to The Principal Secretary to Government, Health & Family Welfare Department, Government Secretariat or any other person appointed by him. His decision will be final and will be binding on both the parties.

6.35 Jurisdiction of Courts:

The District Court of Kollam, Kerala has exclusive Jurisdiction to determine any proceedings in relation with this contract.

6. 36 Force Majeure

1. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party

claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. Scarcity of raw materials and power cut are not considered as force majeure.

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.
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.

6.38. General/ Miscellaneous Clauses

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

6. 39 Procedure for Blacklisting

1. The Tender Inviting Authority may blacklist any drug, bidder/supplier for reason specified in tender document. Blacklisting shall be done after giving an opportunity to the bidder/supplier to show cause in writing. Blacklisting shall be for a maximum period of three years from the date of such order. The product(s)/bidder/ supplier will not be eligible to be considered in any of the tender/quotation floated by the Tender Inviting Authority during the period of blacklisting.
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. 40 Provisions for Appeal

6.40.1. 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. 41 Termination of Contract

1. The contract will be liable for termination for any breach of contract at the discretion of Tender Inviting Authority.
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.
3. In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
4. Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
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. 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.
7. Tender Inviting Authority will be at liberty to terminate the contract either wholly or in part on 15 days notice. The bidder will not be entitled for any compensation whatsoever in respect of such termination.
8. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the bidder shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the bidder or from his properties, as per rules.
9. No compensation is payable to the supplier in the event of any termination of contract.

26.09.2018

Sd/-

Dr. JAYASANKAR

DISTRICT PROGRAM OFFICER &
Tender Inviting Authority

ANNEXURE I FORM OF AGREEMENT

(For contracts for supply of specific quantities)

AGREEMENT executedday ofbetween (hereinafter called “the Contractor”) and the Governor of Kerala (hereinafter called “the Government).

WHEREAS the Contractor has tendered for the supply of articles for the use of the Government as per tender Notification No.dated published at pages of partof the Kerala Government Gazette dated which tender notification shall form part of this Agreement as if incorporated herein.

“AND WHEREAS the Government/Purchasing Officer have/has been pleased to accept the offer subject to the conditions stipulated in the Supply Order No..... dated

(which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein.”

AND WHEREAS the contractor has as security for the due fulfillment of his obligations under this deed deposited ` being per cent of the estimated value of the contract in Treasury as per Pass Book No..... Chalan No.....

and pledged the Pass Book to the/- as per draft onBank

duly approved by the Government/in the form of a letter of guarantee for such amount from Bank approved by the Government.

NOW THESE PRESENTS WITNESS AS FOLLOWS

1.(a) In cases where along with the tender samples have been forwarded to the Government and the samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to Government for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications.

Samples forwarded by the Contractor to the Government will not be paid for and shall be the property of Government but the Government are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Government to see if the supplies made are according to the approved samples.

- a. The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with

the specifications and particulars contained in the copy of the order attached herewith and the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of

.....days/months from the date of delivery of the said goods to Government and that notwithstanding the fact that the Government may have inspected and/or approved the said goods, if during the aforesaid period of

.....days/months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Government in that behalf will be final and conclusive) the Government will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor shall if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the Government. Otherwise the Contractor shall pay to the Government such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Government in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where Government have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstance, conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the contractors' tender or any other letter or paper from the Contractor will not govern this contract nor bind the Government in any manner whatsoever unless such terms have been expressly accepted by the Government in writing.
3. The articles and quantities to be supplied are shown in the copy of the supply order, No..... and date..... attached herewith. The contractor agrees to Supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.
4. In the case of goods delivered by shipment, the Contractor, shall where the expected tonnage of goods is more than 200 tons, deliver the goods through the Trivandrum Port if so required by the Government.
5. The Contractor agrees that time is the essence of this contract.

6(a) If the Contractor defaults in the supply of all or any of the articles correctly and promptly as above the Government are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Government incur, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the Government from the contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Government.

- b. If the contractor fails to deliver all or any of the stores or perform the service within

the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

- 7(a) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bills -
- i. either by departmental cheques payable at the Government Treasuries.
 - ii. or by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India):
 - iii. Or in the case of supplies from abroad by drafts or otherwise as may be agreed to.
- b. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through Banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the bank (ie counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
8. All incidental expenses incurred by the Government for making payment outside the District in which the claim arises shall be borne by the contractor.
9. The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Government. The Government shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Government.
10. NOTWITHSTANDING the provisions contained in clause 5, the Government shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.
11. It shall be lawful for the Government from and out of any money for the time being payable or due to the Contractor from the Government under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Government by reason of the cancellation of the contract.

- 12. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

- 13. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.

- 14. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the Government/Purchasing Officer in that behalf. It shall also be the duty ad responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the Government/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over.

NOTE: In the event of failure of the contractor to erect the machinery within the time and at the place specified by the Government/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period the amount spent by the Government and the loss sustained by the Government on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in Clause 15 hereunder.

- 15. The Contractor agrees that all sums found due to the Government under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the Government may deem fit. In deciding what sum of money is due to Government under or by virtue of this deed, the contractor agrees that the decision of the Government shall be final and conclusive and shall be binding on the contractor.

- 16. The Contractor agrees that any Sum of money due and payable to him from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

IN WITNESS WHEREOF the Contractor and Shri
 (H.E. name and designation) for and on behalf of the

Governor of Kerala have hereunto set their hands.

Signed, sealed and delivered by.....

(Contractor)

In the presence of witness (1)

(2)

Signed, sealed and delivery by Shri (H.E name and designation) for and on behalf of the Governor of Kerala.

In the presence of witness (1)

(2)

ANNEXURE-II

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ (Name & address

_____) who is a prospective bidder for the Tender DPMSU-KLM/1641/DEO(NPCB)/2018/DPMSU Dated 26.09.2018 of NPCB, Kollam is having the following annual turnover and the statement is true and correct.

Sl. No.	Year	Turnover in Crores(Rs.)
1.	2015 – 2016	
2.	2016 – 2017	
3.	2017 - 2018	
	Total (Rs.)	

Average turnover per annum (Rs.)

Date:

Signature of Auditor/

Chartered Accountant

(Name in Capital) :

Name of firm

:

Reg. No. :

Seal

ANNEXURE-III

DECLARATION

I/We, M/s _____ having its
Registered Office/Place of business at

_____ do hereby declare that I/We
have carefully read all the conditions of Tender No. DPMSU-
KLM/1641/DEO(NPCB)/2018/DPMSU Dated 26.09.2018 for the Supply of Ophthalmic
Medicines/ Ophthalmic Instrument/ Spectacles/Ophthalmic Equipments floated by the
NPCB, Kollam and I/We do accept(s) all the terms and conditions of the Tender document
including amendments of the tender, if any, published by NPCB.

