

NATIONAL HEALTH MISSION PATHANAMTHITTA

E-TENDER DOCUMENT

FOR

SUPPLY OF HBYC AND HBNC KITS FOR ASHA WORKERS IN PATHANAMTHITTA
DISTRICT

(Tender No. DPMSU-PTA/1708/ASHA(COORDINATOR)/2023/DPMSU Dated 16-11-
2023)

NOT TRANSFERABLE

For details;

Web site: www.aogyakeralam.gov.in

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SECTION 1

INTRODUCTION

1. National Health Mission (NHM) was launched by the Government of India in 2013 subsuming the National Rural Health Mission and National Urban Health Mission. The NHM envisages achievement of universal access to equitable, affordable & quality health care services that are accountable and responsive to people's needs. The Goal of the Mission is to improve the availability of and access to quality health care by people, especially for those residing in rural areas, the poor, women and children. Universal access to public health services such as Women's health, child health, water, sanitation & hygiene, immunization, and Nutrition.
1. a. 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. Lowest price is not the sole criteria for selecting the item/supplier. The two bid system, which is followed, has been designed to eliminate those equipment which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the item
1. b. 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. c. 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 one expert advice on the feedbacks.

Dr.SreeKumar
District Program Manager
Arogyakeralam-Pathanamthitta
Tender Inviting Authority

SECTION II

SCOPE AND DESCRIPTION OF TENDER

2. Scope

The National Health Mission (NHM), the country's flagship health systems strengthening programme, particularly for primary and secondary health care envisages "attainment of universal access to equitable, affordable and quality health care which is accountable and responsive to the needs of people". Investments during the life of the NHM were made to strengthen Reproductive and Child Health (RCH) services and limit the increasing burden of communicable diseases such as Tuberculosis, HIV/AIDS and vector borne diseases. While such a focus on selective primary health care interventions, enabled improvements in key indicators related to RCH and communicable diseases, the range of services delivered at the primary care level did not take into account increasing disease burden and rising costs of care on account of chronic diseases.

One of the key components of the National Rural Health Mission is to provide every village in the country with a trained female community health activist ASHA or Accredited Social Health Activist. Selected from the village itself and accountable to it, the ASHA will be trained to work as an interface between the community and the public health system.

Following are the key components of ASHA :

- ASHA must primarily be a woman resident of the village married/ widowed/ divorced, preferably in the age group of 25 to 45 years.
- She should be a literate woman with due preference in selection to those who are qualified up to 10 standard wherever they are interested and available in good numbers. This may be relaxed only if no suitable person with this qualification is available.
- ASHA will be chosen through a rigorous process of selection involving various community groups, self-help groups, Anganwadi Institutions, the Block Nodal officer, District Nodal officer, the village Health Committee and the Gram Sabha.
- Capacity building of ASHA is being seen as a continuous process. ASHA will have to undergo series of training episodes to acquire the necessary knowledge, skills and confidence for performing her spelled out roles.
- The ASHAs will receive performance-based incentives for promoting universal immunization, referral and escort services for Reproductive & Child Health (RCH) and other healthcare programs, and construction of household toilets.
- Empowered with knowledge and a drug-kit to deliver first-contact healthcare, every ASHA is expected to be a fountainhead of community participation in public health

programs in her village.

- ASHA will be the first port of call for any health related demands of deprived sections of the population, especially women and children, who find it difficult to access health services.
- ASHA will be a health activist in the community who will create awareness on health and its social determinants and mobilize the community towards local health planning and increased utilization and accountability of the existing health services.
- She would be a promoter of good health practices and will also provide a minimum package of curative care as appropriate and feasible for that level and make timely referrals.
- ASHA will provide information to the community on determinants of health such as nutrition, basic sanitation & hygienic practices, healthy living and working conditions, information on existing health services and the need for timely utilization of health & family welfare services.
- She will counsel women on birth preparedness, importance of safe delivery, breast-feeding and complementary feeding, immunization, contraception and prevention of common infections including Reproductive Tract Infection/Sexually Transmitted Infections (RTIs/STIs) and care of the young child.
- ASHA will mobilize the community and facilitate them in accessing health and health related services available at the Anganwadi/sub-centre /primary health centers, such as immunization, Ante Natal Check-up (ANC), Post Natal Check-up supplementary nutrition, sanitation and other services being provided by the government.
- She will act as a depot older for essential provisions being made available to all habitations like Oral Rehydration Therapy (ORS), Iron Folic Acid Tablet(IFA), chloroquine, Disposable Delivery Kits (DDK), Oral Pills & Condoms, etc.
- At the village level it is recognized that ASHA cannot function without adequate institutional support. Women's committees (like self-help groups or women's health committees), village Health & Sanitation Committee of the Gram Panchayat, peripheral health workers especially ANMs and Anganwadi workers, and the trainers of ASHA and in-service periodic training would be a major source of support to ASHA.

The Ministry of Health and Family Welfare has been implementing Home Based Newborn Care (HBNC) since 2011 through ASHA workers. The objective of Home Based Care for Young Child is to reduce child mortality and morbidity and improve nutrition status, growth and early childhood development of young children through structured, focused and effective home visits by ASHAs. The purposes of the additional home visits by ASHAs; are promotion of evidence based interventions delivered in four key domains namely nutrition, health, child development and WASH (water, sanitation & hygiene).

Home Based New Born Care (HBNC)

Home Based New Born Care (HBNC) programme was launched in 2011 for accelerated reduction of Neonatal mortality and morbidity rates especially in rural, remote areas where access to care is largely unavailable or located faraway. The guidelines were revised in 2014. Under this programme, ASHA to make visits to all newborns according to specified schedule up to first 42 days of life. This includes six visits in case of institutional deliveries on 3rd, 7th, 14th, 21st, 28th & 42nd days after birth and one additional visit within 24 hours of delivery in case of home deliveries. Additional visits for babies who are pre-term, low birth weight or ill and SNCU discharged babies will be conducted. ASHAs are being paid incentive of Rs. 250/- per newborn after completion of scheduled home visits.

During the visit, ASHA will do the following activities :

- Information and skills to the mother and family on how to do better care of newborn, on special care for low weight babies, on how to identify danger signs and promote exclusive breastfeeding and immunization
- Examining every newborn for prematurity and low birth weight, identification of illness, anything unusual in baby, provision of appropriate care at home, refer to ANM or nearest health facilities as defined in the protocols
- Follow up for sick newborns after they are discharged from facilities.
- Counseling the mother on postpartum care, recognition of postpartum complications and enabling referral
- Counseling the mother for adoption of an appropriate family planning method.

Home-Based Care for Young Child Programme (HBYC)

Home-Based Care for Young Child Programme (HBYC) was launched in 2018 as part of National Health Mission and POSHAN Abhiyan for promotion of health and nutrition of young children (3-15 months), for reducing child morbidity and mortality and for promotion of growth and Early Childhood Development. Under HBYC, ASHA provides incentivized five home visits on 3rd, 6th, 9th, 12th and 15th months. ASHAs are being paid incentive of Rs.250/- per HBYC category child for five scheduled home visits.

During the visit, ASHA will do the following activities:

- Counseling for exclusive breast feeding till 6 months and continued breast feeding with adequate complementary feeding afterward
- Counseling of mothers and caregivers and support to identify and manage problems related to nutrition and health in their child
- Facilitate for early identification of delay in growth and development of children by using the MCP card
- Support in prevention and management of common childhood illnesses
- Assist in prompt referral of sick children to health facilities for management of complications and follow ups

This tender is floated to create purchase and supply of HBNC and HBYC Kits to Asha workers in Pathanamthitta District. For this purpose District Health and Family Welfare

Society, District Programme Manager, Pathanamthitta National Health Mission will undertake and oversee the procurement process, ensure that the successful bidders are supplying the kits specified during the agreed period of contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

2. General Explanations & Description

1. *Tender Inviting Authority (TIA)* - District Program Manager, Pathanamthitta on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the equipment/items procured under this Tender Document.
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.
3. *Blacklisting/ debaring* - the event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Authority for a period up to 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to supply of substandard, misbranded, adulterated or spurious or any 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/debaring etc. by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.
4. *Infirmities* - means non-compliance of any of the requirement specified in the Tender Document.
5. *L1 rate* - means the lowest rate declared by the Tender Inviting Authority for products mentioned in this Tender Document.
6. *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
7. *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.
8. *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.
9. *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.
10. *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.
11. *Purchase Order* - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the items at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the purchase order.
12. *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.
13. *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.
14. *Bid Validity* - The bidders are expected to quote their best rates for the products 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.
15. The bidders cannot withdraw their bid within the minimum price firmness period of 60 days from the date of opening of Technical Bid.

2. Brief Description

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. 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.
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"
 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.
 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.
 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. Manufacturing Enterprises and Service Enterprises registered with the Ministry of Micro, Small and Medium Enterprises, Government of India in accordance with the provision of Micro, Small & Medium Enterprises Development (MSMED) Act, 2006 shall also be exempted from remittance of Earnest Money Deposit.
 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.
 8. The Tenders should be prepared and submitted as per the tender formats only prescribed in the Tender Document and should be submitted online.
 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.
 10. Appeals against the orders of the Tender Inviting Authority may be made to the Government within 15 days from the receipt of communication.
 11. Bidders may obtain further information from the head office of the Tender Inviting Authority.

SECTION III

TENDER SCHEDULE

3.1.Tender Details

1	Tender No.	DPMSU-PTA/1708/ASHA(COORDINATOR)/2023/DPMSU Dated 16-11-2023
2	Tender Form Cost	₹ 3200 /-
4	EMD	₹ 21000 /-
5	Performance Security	5% of the offered price (For successful Tender participant)
6	Validity of Performance Security	Up to 90 days after the date of completion of the contractual obligations

3. Important Dates

No	Particulars	Date and Time
1	Date of Release of Tender	22-11-2023, 11:00 am
2	Online Tender Submission Start Date	22-11-2023, 12:00
3	Online Tender Submission End Date	06-12-2023, 4:00 pm
4	Date of Technical Bid Opening	08-12-2023, 11.00 am
5	Date of submission of Demonstration item	Will Inform later

SECTION IV

DETAILS OF ITEMS TENDERED

Competitive e-Tenders are invited for the Supply of HBNC and HBYC Kits to Asha workers in Pathanamthitta District

Home Based New Born Care (HBNC)

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accelerated reduction of Neonatal mortality and morbidity rates especially in rural, remote areas where access to care is largely unavailable or located faraway. The guidelines were revised in 2014. Under this programme, ASHA to make visits to all newborns according to specified schedule up to first 42 days of life. This includes six visits in case of institutional deliveries on 3rd, 7th, 14th, 21st, 28th & 42nd days after birth and one additional visit within 24 hours of delivery in case of home deliveries. Additional visits for babies who are pre-term, low birth weight or ill and SNCU discharged babies will be conducted.

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ITEM DETAILS WITH SPECIFICATIONS

Each of the HBNC and HBYC kits contains following items mentioned below 1041

Kits are needed.

HBNC & HBYC Kit				
Sl. No	Item Name with Specification	Quantity	Required no. of kits	
1	Baby Weighing Scale with Sling, Dial Type, Analogue Display, Light Weight, Portable, 25kg with warranty	1	1041 kits	
2	Digital Thermometer, Pocket Type, for body temperature measurement with warranty	1		
3	Digital Timer, LED Display, 1/1000th sec stopwatch, Split/lap time, normal time, hours, Minutes, Seconds, day, Date, Month, A must for all sport and technical application with warranty	1		
4	A Suitable Bag to carry all things (with NHM LOGO)	1		
5	Cotton 400gm	Absorbent cotton		1
6	Guaze swab 7.5x7.5 cm	Sterile 7.5 cm X 7.5 cm.		1pack 50 nos
7	Sanitizer small	spray type		1
8	Baby Blanket Locally made, Woollen type	Good quality material blanket with cap. Suitable for all seasons. Size- 65cmX85cm. Thickness 180-205 gsm . Material should be soft, non irritating & non allergic. Colour does not fade after wash		1
9	Palada	Stainless steel, Medium size		1
10	Red Ring (diameter 2-3") with red string.(string can be of woolen type or similar material)	Red ring wooden material		1
11	Hand-Bell	Medium		1
12	Torch (appropriate size for eye examination)	pen torch for medical exam with warranty		1
13	Small Mirror with plastic cover	Good quality item should be supplied		1
14	1-inch cubes: 6 pieces	wooden with non toxic colour		6
15	Few Beads or Raisins (Kishmish)	Grape size with container		10
16	Tea Plastic Cup or Plastic Bowl	Good quality item should be supplied		1
		Jumbo crayons -5 colours		

17	Crayons (Wax)		1
18	Writing Pad used for the ECD screening)	Note pad- minimum 50 page with standard size	1
19	Red Ball or Any Toy like Car	Good quality item should be supplied	1
20	Small Cloth to Cover Toys	Cloth with properly stitched or locked	1
21	Pull Toy with a String	Size approx height 15cm, length 25cm, width 10cm . Should be supplied with ISI mark	1
22	Doll (new born/ infant (1made of cloth and 1 of plastic)	Good quality item should be supplied. Cloth toy size 25-30 cm length, 10-15 cm breadth, 8-15 cm width. Plastic toy size approx 25-30cm length, 8-15cm breadth, 8-15 cm width	2
23	Picture Book (with 1 Pictorial per page)	Animals, Plants, Numbers, Vehicle. Approx size 25 cm height	1

4.1. Other Conditions

1. Vendor/service provider may have to supply the kits to all peripheral institutions within 45 days of placing AOC. (List of institutions /no of kits per institutions will be informed along with AOC Refer Appendix 1).

2. The Qualified bidders in Technical evaluation have to submit the demo kit within 4 days after acceptance of Technical bid. Service provider shall only provide items as per specifications. Bidders who fail to submit the item for demonstration will be summarily rejected without further notice.

3. Supplier/Agency are directed to collect the acceptance certificate (Format attached Refer Appendix 2) from each institution at the time of delivery and all acceptance certificate should be submitted to DPM Office, Pathanamthitta along with Invoice for Payment settlement.

4. NHM Logo model will be provided from District Office for printing/Stitching in Bag (Emblem attached Refer Appendix 3).

5. Rates quoted should be inclusive of GST, cost of the freight, insurance, packaging, forwarding, excise duty etc., No other charges in addition will be payable on any account over & above the price quoted.

6. Security Deposit/Retention money of 5% tendered value will be levied from the successful bidder for 1 year.

7. The firm should have sufficient experience for works in this field (Documentary proof to be uploaded)

8. Duly constituted committee shall first open and evaluate Technical Bids. Price Bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender.

4.2 Documents to be attached along with technical bid

- Company Profile and Experience details.
- Company registration details
- GST Number
- PAN Number
- Annual Turnover for last 3 years
- MSME/details if present
- Supporting documents if Form fee/EMD exemption if applicable

Appendix 1

LIST OF ASHA'S IN THE INSTITUTION		
Sl. No.	BLOCK	HBNC & HBYC KIT

	VALLANA	
1	VALLANA	25
2	KULLANADA	24
3	MEZHUVELI	13
	TOTAL	62
	THUMPAMON	
1	THUMPAMON	14
2	PANDHALAM THEKKEKARA	22
3	PANDHALAM PHC	33
	TOTAL	69
	ENADIMANGALAM	
1	ENADIMANGALAM	49
2	CHANDHANAPALLY	20
3	ERATHU	21
4	EZHAMKULLAM	21
5	KADAPANADU	23
6	KOODAL	26
7	PALLICKAL	30
	TOTAL	190
	VECHOOCHIRA	
1	VECHOOCHIRA	15
2	RANNI PAZHAVANGHADI	17
3	NARANNAMOOZHY	15
4	CHITTAR	18
5	RANNI PERUNNAD	16
6	SEETHATHODE	16
7	VADASSERIKARA	16
8	RANNI ANGHADI	15
9	RANNI	15
	TOTAL	143
	KUNNATHANAM	
1	KUNNATHANAM	16
2	ANICADU	13
3	KAVIYOOR	14
4	KOTTANADU	13
5	KOTTANGAL	19
6	MALLAPALLY	14
7	KALLOOPARA	14
	TOTAL	103
6	KANJETTUKARA	
1	KANJET TUKARA	16
2	KOIPURAM	20
3	THOTTAPUZHASSERRY	13
	TOTAL	49
	EZHUMATOOR	
1	EZHUMATOOR	9
2	OTHERA	17
3	PURAMATTOM	13
4	THELLIYOOR	6
	TOTAL	45
	KONNI	
1	KONNI	23
2	KOKKATHODU	19
3	MALAYALAPUZHA	16
4	MYLAPRA	13
5	PRAMADOM	24
6	THANNITHODU	13
7	VALLICODE	15
	TOTAL	123
	ELANTHOOR	
1	ELANTHOOR	13
2	CHEERKKARA	14
3	CHERUKOLE	26
4	KADAMANITTA	14
5	MALLAPUZHASSERRY	13
6	OMALLOOR	13
	TOTAL	93
	CHATHENKARY	
1	CHATHENKARY	20
2	KADAPRA	21
3	KUTTAPUZHA	20
4	KUTTOOR	17
5	NEDUMPURAM	13
6	NIRANAM	18
	TOTAL	109
11	GH PTA	32
12	GH ADOOR	4

13	THQH TVLA	4
14	UFHC TVLA	15
	GRAND TOTAL	1041

Appendix 2

ACCEPTANCE CERTIFICATE			
Name of Institution: _____			
I have received the following items in correct quantity and good condition.			
Kit Name	Items per kit	No. of items received	Remarks if any
HBYC & HBNC Kit	23 items(in kit)		
Note: Kits should be verified thoroughly and damaged kits must be returned to vendor/supplier at the same time of delivery.			
Office Seal	Signature		
Date	Name of Superintendent/Medical Office		

**Appendix 3
Logo**

Appendix 4
Images of the items are as mentioned for reference.

SECTION V

SPECIFIC CONDITIONS OF CONTRACT

5. Time Limits prescribed

Activity	Time Lapse
1 LOI/Purchase order	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 within 15 days of receipt of Purchase Order
2 Release of EMD	<i>Unsuccessful Bidders</i> EMD submitted online will be discharged or refunded automatically to the Bidders Account after finalizing the Tender
	<i>Successful Bidders</i> EMD Submitted online will be released on signing the contract after furnishing of required Security Deposit. EMD submitted online may also be adjusted towards security deposit on request of Bidder
3 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. Eligibility criteria for participating in the E-Tender

- Average Annual turnover in the last three years (2019-20, 2020-21 and 2021-22) should be submitted as shown in Annexure II
- 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.
- 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 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. 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. 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. **Tender Document and Earnest Money Deposit**
 1. The specifications and terms and conditions governing the supply of items are contained in this "Tender Document".
 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.
 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.
 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.
 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. None of the bidders other than those specified in Clause 6.3.5 above, are exempted from the remittance of EMD, in any case.
 7. No interest will be paid for the EMD furnished.
 8. **The EMD will be forfeited, if a bidder/ successful bidder;**
 - Misrepresents facts or submit false/fake documents during the tender process.
 - Violates any terms and conditions of the Tender Document.
 - Withdraws its bid after the opening of Technical Bid;
 - Fails to produce hard copies of the documents as specified or to sign the contract after issuance of letter of Intent.
6. **Mode of payment of Tender Document Cost & EMD**
 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)
 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:**
 - 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.
 - 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. 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.
 - 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.
 - NEFT/RTGS remittance only allowed: Account to Account transfers, cash payments etc are not allowed and are invalid modes of payments.
 - 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.
 - 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.
 - The bids will not be considered for further processing if bidders fail to comply Clauses above and tender fees and EMD will be remitted back to the account from which it was received.
 - 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 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.

- 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. Guidelines for preparation of Tender

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.
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.
3. The bidder shall furnish a declaration as in Annexure-III of having read and accepted the contents of the Tender Document in full.
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.
5. An offer submitted in vague/ambiguous terms and the like, shall be termed as non- responsive and shall be summarily rejected.
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 dead line for submission of bids.
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. Period of Validity of Tender

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.
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.
3. The bidder who has extended the bid validity is not required or permitted to modify its bid.
4. The bidder cannot withdraw the bid within the minimum price firmness period of 60 days.
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 black listing of the successful bidder.

6. Amendment of Tender Documents:

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 its discretion, extend the date and time for submission of bids.
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. Tendering System

1. The Bids are to be submitted in two Parts i.e. Technical Bid & Price Bid.
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 prescribed format
3. The **PRICE BID**(BOQ)in the prescribed Perform a shall be submitted online only. Submission of price bid(BOQ) in any other form will lead to rejection of bids.
4. 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 product separately on door delivery basis according to the unit specification in the price bid format. Tender for the supply of items 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.
5. The price shall be quoted on basic units mentioned in price bid format and not in respect of any other supply units.
6. 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
7. 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.
8. 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.
9. Complaints,if any, should be submitted to the District Programme Manager, NHM Pathanamthitta in writing. Complaints with ulterior motives will be deemed as fraudulent practice and will be dealt with accordingly.

6. Contents of Technical Bid:

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.

Document to be uploaded

1. Documentary proof that the firm is registered with the Industries department /Directorate of Industries and Commerce of the State Governments/Govt.of India, if the firm has claimed for exemption from submitting EMD & Tender fees.
2. List of item(s) offered in the PDF format
3. General Details of the Bidder with Proof of Experience (Including GST Certificate)
4. Annual turn over statement for last 3years certified by the Auditor.
5. Copy of G.O/ Rate contract/Running Contract with KMSCL or Government if applicable

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

1. Copy of Brochures& Technical specifications available for items should be attached by the bidder
6. **Price Bid(BOQ)**
 1. The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation.
 2. The PRICE BID will contain only the "Price Bid Form" (BOQ)and every bidder shall submit the rates in the prescribed Performa 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.
 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.
 4. The bidder shall quote prices in all necessary fields in the available format. All white are as of BOQ file shall be filled by the bidder. The gray areas of BOQ shall not be modified/edited by the bidder.
 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. The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported, as the case maybe.
 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.
 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. **Method of Submission of Tender**
 1. The Tender shall be submitted online only. Bidders shall upload all necessary Technical bid documents 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.
 2. Both Technical Bid and Price Bid are to be submitted concurrently duly digitally signed in the website at "etenders.kerala.gov.in.
 3. If a particular document/certificate to be uploaded as specified 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 thee-procurement portal will lead to rejection of the bid automatically.
 4. Tender by any other means is void.
6. **Deadline for submission of Tender.**
 1. The electronic bids of the bidders who have submitted the 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. **Modification and Withdrawal of Bids**
 1. The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Tender.
 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. **Opening of Tender**
 1. The opening of the technical Bid and the Price Bid will be done online as specified.
 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 item 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.
 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.
 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.
 5. The bidder shall be solely responsible for properly super scribing 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. **Evaluation of Tender**
 1. The findings as to whether the bids are responsive of non-responsive will be published in the website.

2. Bids of firms who have furnished all required document for each of the product quoted alone will be considered. A firm quoting for more than one product and if the required/proper documents is not furnished for any of the product then after 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.
 3. For list of items offered, the PDF format submitted alone will be considered for bid valuation.
 4. 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 Standardization Certificate of different item/specification in lieu of the tendered item will be treated as misrepresentation of facts and dealt with accordingly.
 5. At any stage after opening of bid/award of contract, 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 item will be made at the risk and cost of such bidder.
 6. Where the production facilities of the bidder or level of compliance of GMP requirements are found to be not satisfactory after the 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.
 7. The list of the eligible bidders/rejected and the 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.
 8. The complaints/suggestions/comments received will be scrutinized and the 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.
 9. Final rate list of L1 bidders will be published. All other bidders in the bid status will be permitted to match their offered rate with the final L1 rate published.
 10. A bidder, at any stage of tender process or the re after, in the event of being found after verification by the tender inviting authority, to indulge in the fraudulent practices of 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.
 11. 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. Acceptance/Rejection of bids:**
1. The Tender Inviting Authority reserves the right to accept/reject/cancel or defers the Tender submitted for any or all items, Prices, which is a relevant factor, is not the only criteria in accepting/rejecting/canceling/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.
 2. The Tender Inviting Authority attaches prime importance to the following factors in addition to looking at the prices of the products offered.
- 6. Quality of the product supplied.**
1. The competency of the bidder to supply the products in the quantity and quality specified and as per the Purchase order.
 2. Proper packing, transport and other factors that could affect the quality would also be considered.
 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.
 4. At any point of time, the Tender Inviting Authority reserves the right to cancel or moldy 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.
- 6. Other terms and Conditions.**
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 to do so from the value payable for the goods supplied or from any amount due or be coming due to the supplier.
- 6. Notices**
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.
- The Tender notices documents, corrigendum, addendum etc if any.
 - Amendments to the tender conditions, if any, especially after the pre-tender meeting or at any stage there after.
 - Results of the responsiveness of the Technical Bids.
 - List of bidders qualified for Price Bid opening and reasons for rejection of unqualified bidders.
 - Product wise rate list with the bid ranking status.
 - L1 rate list/bid ranking status.
 - Final rate list.
 - Such other information which the Tender Inviting Authority desires to notify the stakeholders.
1. All notices or communications relating to or a rising out of this tender or any of 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.
 2. 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 specially mentioned in the notice which ever is earlier.
- **Award of Contract**
 1. Criteria: - The contract will be award to the lowest evaluated responsive bidder qualifying to the final round after Technical and price Bids evaluation subject to the reservations.
 - **Letter of Intent.**
 1. The tender Inviting Authority shall issue Letter of Intent/Purchase Order in respect of the products selected. Communication by email will be deemed as valid communication.
 - **Signing of Contract**
 1. The successful bidder, upon receipt of the Letter 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-1 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 per Clause 6.33.
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 6.33.
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/deposit/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 6.33.
6. The bidder shall not, at any time, sign, sub-let or make over the contract or the benefit there of or any part thereof to any person or persons whatsoever. 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.

- **Security Deposit**

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.
2. The Security Deposit should be paid up front 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 National Health Mission, Arogyakeralam, Pathanamthitta /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.
3. The Security Deposit shall be denominated in India 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.
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 without any interest to the bidder on successful completion of the bidder's all contractual obligations.
5. Tender Inviting Authority will release the Security Deposit/ Performance Bank Guarantee in no other form will be accepted and will be liable for rejection of the same.

- **Purchase 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 the 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 requirement of items will be placed among them in equal/ appropriate proportions.
4. The District Programme Manager 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 preference 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:
5. If L2 bidder matches with the lowest rate the quantity will be ordered in the ratio 70:30 between L1 & L2 bidders.
6. In case of bulk quantity, if L2&L3 bidders match with the lowest rate then the ratio will be 60:20:20.
7. 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.
8. If the L1 supplier has failed to supply the required items in full/impart within the stipulated time or within the time extended, as incase 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.

- **Supply Conditions**

1. Purchase order 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 direction 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.
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. 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 there after.

- **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 one year from the date of execution of agreement and satisfactory completion of supply, whichever is later or 100% payment will be released on furnishing a performance security (Bank Guarantee), 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 Manager. 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 DPMSU Office, Pathanamthitta after proper stock entry.

• **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.

• **Penalties & Deduction in Payments**

1. In the event of any question, dispute or difference arising under the agreement or in connection therewith (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.

• **Jurisdiction of Courts:**

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

6.30. 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 fore seeable 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 Inviting Authority either in its over-ownership 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 freighter bargoes. 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 fulfil 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. **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. **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. Provisions for Appeal.

6. **Provisions for Appeal**

1. A bidder/supplier 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 there to as it thinks fit.

6. Termination of Contract

1. The contract will be liable for termination for any breach of contract 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 with in any extension there of 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 other wise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at anytime, 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 here after 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 be come 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.

DISTRICTPROGRAMMEMANAGER
Tender Inviting Authority

ANNEXURE I

This Agreement made the Day of 20....., between
(Name and Address of Purchaser) represented by the District Programme
Manager..... (Hereinafter "the Purchaser") of one part and (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 supply of
.....(brief description of goods and services vide tender
no dated The supplier has submitted technical and price
bids and also demonstrated the technical specifications / features / other quality
requirements as contained in the tender document. The Purchaser has finalized the
tender in favour of the Supplier for the supply of the said goods and services for a
total cost of Rs. (Contract Price in Words and Figures)
(hereinafter "the Contract Price") and issued Letter of Intent / Supply Order No.
..... Dated

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 Technical 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 Letter of Intent.
3. In consideration of the payments to be made by the Purchaser to the Supplier as

hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Item Sl. No.	ITEMS	Qty	Rate /item	Total
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Delivery schedule: 45 days from the date of issuance of supply order
 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	said.....
(For the Purchaser)	(For the Supplier)

(Signature, Name, Designation and address with office seal)	(Signature, Name, Designation and address with office seal)
---	---

In the presence of

- 1) (Signature & Name of witness)
- 2) (Signature & Name of witness)

ANNEXURE-II

ANNUAL TURNOVER STATEMENT

I here by certify that M/s----- (Name&address) -----
 -----who is a prospective bidder for the Tender No.-----Dated-----
 -of District Programme Manager is having the following annual turn over and the statement is true and correct.

Sl.no.	Year	Turn Over in Crore
1	2019-2020	
2	2020-2021	
3	2021-2022	

Average turn over 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 here by declare that I/We have carefully read all the conditions of Tender-----Dated-----for the Supply of-----and I/We do accept(s) all the terms and conditions of the Tender document including amendments of the tender, if any, published by DPM,NHM PATHANAMTHITTA.

ANNEXURE-IV

GENERAL INFORMATION ABOUT THE TENDERER

Name of the Tenderer			
Registered address of the firm			
1 State		District	
Telephone No.		Fax	
Email		Website	
Contact Person Details			
2 Name		Designation	
Telephone No.		Mobile No.	
Communication Address			
Address			
3 State		District	
Telephone No.		Fax	
Email		Website	
Type of the Firm (Please √ relevant box)			
Private Ltd.		Public Ltd.	
Partnership		Society	
Registration No. & Date of Registration.		Proprietorship	
		Others, specify	
Nature of Business(Please √ relevant box)			
5 Original Equipment Manufacturer		Authorized Dealer /Representative	
Direct Importer		Others, specify.	
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)			
in case of Directors, DIN Nos. are required			
6 Name		Designation	
Name		Designation	
Bank Details			
Bank Account No.		IFSC Code	
7 Bank Name & Address		Branch Name	
Tel No		Email ID	
8 Whether any criminal case was registered against the company or any of its promoters in the past?		Yes / No	
Other relevant Information provided *			
9 (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)			
Date:		Office Seal	
			Signature of the tenderer / Authorized signatory

ANNEXURE-V

**OFFICE OF DISTRICT PROGRAMME MANAGER, NHM, THIRUVANANTHAPURAM
OFFER FORM**

Having examined and accepting the conditions of the tender document no we here by submit this offer for the Supply of HBNC and HBYC Kits to Asha workers in Pathanamthitta District, detailed technical specification mentioned in the tender document. The offer is as follows.

HBNC & HBYC Kit			
Sl. No	Item Name with Specification	Available	Yes/No
1	Baby Weighing Scale with Sling, Dial Type, Analogue Display, Light Weight, Portable, 25kg with warranty		
2	Digital Thermometer, Pocket Type, Digital Display for body temperature measurement with warranty		
3	Digital Timer, LED Display, "2" size 1/1000th sec stopwatch, Split/lap time, normal time, hours, Minutes, Seconds, day, Date, Month, A must for all sport and technical application with warranty		
4	A Suitable Bag to carry all things (with NHM LOGO) Bag water proof with good quality material and reversible zipper. All bag colour and size should be same including logo colour print.		
5	Cotton 400gm Absorbent cotton		
6	Guaze swab 7.5x7.5 cm Sterile 7.5 cm X 7.5 cm.		
7	Sanitizer small spray type		
8	Baby Blanket Locally made, Woollen type Good quality material blanket with cap. Suitable for all seasons. Size- 65cmX85cm. Thickness 180-205 gsm . Material should be soft, non irritating & non allergic. Colour does not fade after wash		
9	Palada Stainless steel, Medium size		
10	Red Ring (diameter 2-3") with red string.(string can be of woolen type or similar material) Red ring wooden material		
11	Hand-Bell Medium		
12	Torch (appropriate size for eye examination) pen torch for medical exam with warranty		
13	Small Mirror with plastic cover Good quality item should be supplied		
14	1-inch cubes; 6 pieces wooden with non toxic colour		
15	Few Beads or Raisins (Kishmish) Grape size with container		
16	Tea Plastic Cup or Plastic Bowl Good quality item should be supplied		
17	Crayons (Wax) Jumbo crayons -5 colours		
18	Writing Pad used for the ECD screening) Note pad- minimum 50 page with standard size		
19	Red Ball or Any Toy like Car Good quality item should be supplied		
20	Small Cloth to Cover Toys Cloth with properly stitched or locked		
21	Pull Toy with a String Size approx height 15cm, length 25cm, width 10cm . Should be supplied with ISI mark		
22	Doll (new born/ infant (made of cloth and 1 of plastic) Good quality item should be supplied. Cloth toy size 25-30 cm length, 10-15 cm breadth, 8-15 cm width. Plastic toy size approx 25-30cm length, 8-15cm breadth, 8-15 cm width		
23	Picture Book (with 1 Pictorial per page) Animals, Plants, Numbers, Vehicle. Approx size 25 cm height		

Approval Valid

Digitally Approved By
Dr.Sreekumar S
Date: 20/11/2023
Reason: Approved

The document is digitally approved. Hence signature is not needed.