GOVERNMENT OF KARNATAKA
KARNATAKA STATE MEDICAL SUPPLIES CORPORATION LIMITED
PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001.
Phone: +91-80-29619801
Email: md.ksmscl@gmail.com

Open International Tender (OIT)

Tender Document

For the Supply of Vaccines for Covid-19.

Quantity 20 Million (2 Cores)

Invitation for Tender (IFT) Number:

HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.

Tender Closing date: 24/05/2021

Time: 17:30 hrs. (IST)

Invitation for Tenders (IFT)

Tender No: HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.

For

SUPPLY OF VACCINES FOR COVID - 19

Date: 14th May 2021

1. The Karnataka State Medical Supplies Corporation Limited (KSMSCL) has set aside funds for use in the procurement of Vaccines for COVID -19 during the financial years 2021-2022. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for Supply of Vaccines for COVID -19.
2. KSMSCL now invites sealed bids from eligible Suppliers for the Supply of Vaccines for COVID -19.
3. Bidding will be conducted through the procedures approved by the Procurement entity.
4. Interested eligible Bidders may obtain further information by downloading the document from the Portal: KSHFWS website http://kdlws.kar.nic.in Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email. md.ksmscl@gmail.com or latha.mdksmscl@gmail.com
5. Completed serialized/paginated bidding documents shall be submitted accompanied with a signed declaration of the number of pages, clearly marked with the cover page Tender Number and description should be mentioned and Tender proposal should be emailed to ksdlwscovid19.procurement@gmail.com
6. Bids will be opened online**, on 25.05.2021 11.30 hrs (IST).**
7. Late bids, portion of bids, Bids not received, bids not opened and not read out in public at the bid open ceremony shall not be accepted for evaluation irrespective of circumstances.

Managing Director
KSMSCL

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.

FOR SUPPLY OF VACCINES FOR COVID - 19

NOTE: Please provide your details below for purposes of communication in case you download this tender document from KSMSCL website.

Name of the firm:

……..

Postal Address:

……

Telephone/Mobile Number

……...……

Company email address

……..

Contact Person:

……

Once completed please submit this form to the email; ksdlwscovid19.procurement@gmail.com

Table of Contents

SECTION I. INSTRUCTIONS TO TENDERERS

Table of Clauses

Instructions to Tenderers

A. INTRODUCTION

1. Scope of Tender

1.1 The Procuring entity, as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Health Sector Goods as specified in the TDS and described in the Schedule of Requirements. The name and identification number of the Contract is provided in the TDS and in the SCC.

1.2 Throughout these tender documents, the terms "in writing" means communicated in written form (e.g. by mail, e-mail fax or telex) with proof of receipt and "day" means calendar day. Singular also means plural.

2. Source of Funds

2. KSMSCL has set aside funds for the procurement of Vaccine for COVID - 19 named in the Bid Data Sheet during the Financial Year indicated in the Bid Data Sheet.

3. Fraud and Corruption

3.1 It is the Purchaser's policy to require that the purchaser's employees/ Tenderers/Suppliers/Contractors under the Purchaser's financed contracts, observe the highest standard of ethics during the procurement and execution of such. In pursuance of this policy, the Government of Karnataka defines, for the purposes of this provision, the terms set forth below as follows:

(a) (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything or any advantage of value to influence the action of a public official in the procurement process or in execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a tender to the detriment of the Beneficiary it includes collusive practices among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, noncompetitive levels and to deprive the Beneficiary of the benefits of free and open competition and that the:

(b) Purchaser will reject a proposal for the award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question.

(c) Purchaser will declare a firm ineligible, for a stated period of time, to be awarded a Purchaser's financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Purchaser's financed contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 23.1 (d) of the GCC.

3.3 In pursuance of the policy defined in ITT sub-clause 3.1, the Purchaser will cancel the portion of the fund allocated to a contract for Goods or Works if he at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Tenderer during the procurement or the execution of that contract, without the Tenderer having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation.

4. Eligibility

4.1 Except as provided in ITT sub-clauses 4.2 and 4.3, this tender process is

a) restricted to shortlisted tenderers as described in the **TDS**.

b) Candidates as defined in the Approval of Govt of Karnataka.

Successful tenderers shall complete the supply of goods by intended completion date as specified in the **TDS**

4.2 Firms may be excluded from tendering if:

(a) a firm has been engaged by

i) the Purchaser or

ii) a Purchasing Agent that has been duly authorized to act on behalf of the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods described in these tender documents.

4.3 A firm declared ineligible in accordance with ITT sub-clause 3.1 (c) shall be ineligible to tender for a contract awarded by the Purchaser during the period of time determined by the Purchaser.

4.4 Pursuant to ITT sub-clause 14.1, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the Tenderer's eligibility to tender.

4.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

5.3 The origin of goods is distinct from the nationality of the tenderer.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Tender Documents

6.1 Pursuant to ITT Clause 14, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and Services to be supplied under the contract.

6.2 The documentary evidence of the eligibility of the Goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered that shall be confirmed by a Certificate of Origin, issued shortly before the time of shipment.

6.3 The documentary evidence of conformity of the Goods and services to the Tender Documents may be in the form of literature, drawings, and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of (even allegedly minor) deviations and exceptions to the provisions of the Technical Specifications;

(c) Any other procurement-specific documentation requirement as stated in the TDS.

6.4 Unless the **TDS** stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the Purchaser's country. A Tenderer who has already registered its goods by the time of tendering shall submit a copy of the Registration Certificate with its tender.

6.5 For purposes of the commentary to be furnished pursuant to ITT clause 6.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7. Qualifications of the Tenderer

7.1 The Tenderer shall provide documentary evidence to establish to the Purchaser's satisfaction that:

(a) The Tenderer has the financial and technical capability necessary to perform the contract, meets the qualification criteria specified in the **TDS**, and has a successful performance history in accordance with criteria specified in the **TDS**. If a prequalification process has been undertaken for the contract, the Tenderer shall, as part of its tender, update any information submitted with its application for prequalification.

(b) in the case of a Tenderer offering to supply Health Sector Goods identified in the **TDS**, that the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the manufacturer or producer of such goods to supply the Goods in the Purchaser's country;

8. One Tender per Tenderer

8.1 A firm shall submit only one tender either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITT clause 20). A firm that submits either individually or, as a member of a joint venture, more than one tender will cause all the proposals with the firm's participation to be disqualified.

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

B. THE TENDER DOCUMENTS

10. Content of Tender Documents

10.1 The Tender Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITT clause 12.

Section I. Invitation For Tender (IFT)
Section II. Instructions to Tenderers (ITT)
Section III. Tender Data Sheet (**TDS**)
Section IV. General Conditions of Contract (GCC)
Section V. Special Conditions of Contract (**SCC**)
Section VI. Schedule of Requirements (**SOR**)
Section VII. Technical Specifications (TS)
Section VIII. Sample Forms (including Contract Agreement)

10.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

11. Clarification of Tender Documents

11.1 A Tenderer requiring any clarification of the Tender Documents shall contact the Purchaser in writing (for these ITT, the term "in writing" means communicated in written form (e.g. email, fax, telex) with proof of receipt at the entity's address as indicated in the **TDS**. The Purchaser will respond in writing to any request for clarification received no later than Seven (4) calendar days prior to the deadline of submission of tenders. The content of the Purchaser's response shall be sent to all prospective Tenderers including a description of the inquiry but without identifying the source of the inquiry.

11.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the timely submission of the tender.

12. Amendment of Tender Documents

12.1 At any time prior to the deadline for submission of tenders, the Purchaser may amend the Tender Documents by issuing addenda/amendments.

12.2 Any addendum/amendment thus issued shall be part of the Tender Document pursuant to ITT sub-clause 10.1 and shall be communicated in writing to all purchasers of the Tender Documents and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the addendum/amendment will have been taken into account by the Tenderer in its tender.

12.3 To give Tenderers reasonable time in which to take addenda/amendments into account in preparing their tenders, the Purchaser may extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all Tenderers in writing of the extended deadline.

C.PREPARATION OF TENDERS

13. Language of Tender

13.1 The tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the **TDS.** Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **TDS,** in which case, for purposes of interpretation of the Tender, the translation shall govern.

14. Documents Constituting the Tender

14.1 The tender submitted by the Tenderer shall comprise the following:

a) duly filled-in Tender Form and Price Schedule, in accordance with the forms indicated in Section VII;

b) original form of tender security(not applicable) in accordance with the provisions of ITT sub-clause 19 (Tender Security);

c) written power of attorney, authorizing the named signatory of the tender to commit the Tenderer and showing the authorizing as well as the authorized person's function in the firm, name and signature;

d) in the absence of prequalification, documentary evidence in accordance with ITT sub-clause 4.4 establishing to the Purchaser's satisfaction the Tenderer's eligibility to tender including but not limited to documentary evidence that the Tenderer is legally incorporated as defined under ITT clause 4;

e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITT clause 6 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services, pursuant to ITT clause 5, and that they conform to the Tender Documents;

f) Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITT clause 7 that the Tenderer is qualified to perform the contract if its tender is accepted. In the case where prequalification of Tenderers has been undertaken, and pursuant to ITT clause 7.1 (a) the Tenderer must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;

g) Any other documentation as requested in the **TDS**.

15. Tender Form

15.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

16. Tender Prices

16.1 The Tenderer shall indicate in the Price Schedule, as applicable, the unit prices of each item, total prices of each item and lot, and the total tender price of the goods it proposes to supply under the contract.

The quoted prices should be typed in indelible ink and not hand written.

16.2 Prices indicated on the Price Schedule shall include all costs including freight, insurances and delivery to the Nearest port of the procurement entity.

16.3 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITT clause 29.

16.4 Pursuant to sub-clause 16.1 above, and if so indicated in the **TDS**, tenders are being invited for all items. Each item offered must comprise the full quantity required under each item.

17. Currencies of Tender

17.1 The Tenderer may express the tender price of the Health Sector Goods to be supplied entirely in any freely convertible currency. If the Tenderer wishes to be paid in a combination of different currencies, it must quote its prices accordingly, but no more than three foreign currencies may be used. Tenderers expressing their foreign currency requirements in any of the national currencies should do so in accordance with the provisions of the **TDS**.

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the period stipulated in the **TDS** after the date of tender submission specified in ITT clause 23. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

19. Tender Security

NOT APPLICABLE

20. Alternative Proposals by Tenderers

20.1 Unless specified in the **TDS**, alternative tenders shall not be accepted under any circumstance.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare an original, clearly marking each one as "ORIGINALTENDER" as appropriate. (IF SUBMITTED IN PHYSICAL FORMAT)

21.2 The original and all copies of the tender, each consisting of the documents listed in ITT sub-clause 14.1, shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The authorization shall be indicated by written power of attorney, which pursuant to ITT sub-clause 14.1 (d) shall accompany the tender.

21.3 Any interlineations, erasure, or overwriting to correct errors made by the Tenderer shall be initialed by the Person or persons signing the tender.

D. SUBMISSION OF TENDERS

22. Sealing and Marking of Tenders

22.1 The Tenderer shall SUBMIT 2 separate file in e-format (Word or PDF) by email clearly marked as technical and financial offer respectively.

22.2 The schedule of prices shall be typed and not handwritten. It shall contain no erasures or overwriting.

23. Deadline for Submission of Tenders

23.1 Tenders must be received by the Purchaser at the address specified in the **TDS** relating to ITT sub-clause 22.2 (b) no later than the time and date specified in the TDS**.**

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT sub-clause 12.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser in the **TDS** pursuant to ITT clause 23 will be rejected and returned unopened to the Tenderer.

25. Modification and Withdrawal of Tenders

25.1 The Tenderer may modify or withdraw its tender after submission, provided that written notice of the modification, or withdrawal of the tenders duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of tenders.

25.2 The Tenderer's modification shall be prepared, sealed, marked, and dispatched as follows only in case of Physical Submission. If is e-format the same may be sent through e-mail clearly Mentioning the subject line as Modified Tender :

a) The Tenderer shall provide an original and the number of copies specified in the **TDS** of any Modifications to its tender, clearly identified as such, in two inner envelopes duly marked "TENDER MODIFICATION- ORIGINAL" and "TENDER MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "TENDER MODIFICATION." (APPLICABLE IF PHYSICAL COPY IS SUBMITTED)

(b) Other provisions concerning the marking and dispatch of tender modifications shall be in accordance with ITT sub-clauses 22.2 and 22.3.

25.3 A Tenderer wishing to withdraw its tender shall notify the Purchaser in writing prior to the deadline prescribed for tender submission. A withdrawal notice shall be received prior to the deadline for submission of tenders. The notice of withdrawal shall:

(a) be addressed to the Purchaser at the address named in the **TDS**,

(b) bear the specific identification of the Tender process (Contract name), the IFT title and IFT number, and the words "TENDER WITHDRAWAL NOTICE," and

(c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the tender.

25.4 Tenders requested to be withdrawn in accordance with ITT sub-clause 25.3, shall be returned unopened to the Tenderers.

25.5 No tender may be withdrawn in the interval between the tender submission deadline and the expiration of the tender validity period specified in ITT clause 18. Withdrawal of a tender during this interval may result in the forfeiture of the Tenderer's tender security, Pursuant to ITT sub-clause 19.7.

E. Opening and Evaluation of Tenders

26. Tender Opening

26.1 The Purchaser will open all tenders, including withdrawal notices and modifications, in public, in the presence of Tenderers and/or representatives who choose to attend, at the time, on the date and at the place specified in the **TDS**. Tenderers and/or representatives shall sign a register as proof of their attendance.

26.2 Envelopes/EMAIL marked "WITHDRAWAL" shall be read out and the envelope with the corresponding tender shall not be opened but returned to the Tenderer (APPLICABLE IF PHYSICAL COPY IS SUBMITTED). No tender withdrawal shall be permitted unless the corresponding withdrawal notice is read out at tender opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding tender.

26.3 Tenders shall be opened one at a time, reading out the name of the Tenderer and whether there is a modification; the tender price of each item, the presence or absence of a tender security; and any other such details as the Purchaser may consider appropriate. No tender shall be rejected at tender opening except for late tenders pursuant to sub-clause 24.1.

26.4 Tenders (and modifications sent pursuant to ITT sub- clause 25.2) that are not opened or read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

26.5 The Purchaser will prepare minutes of the tender opening at the end of the opening session, including, as a minimum: the name of the Tenderer and whether there was a withdrawal or modification; the tender price; the presence or absence of a tender security;. The Tenderers and/or representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Tenderers who request them.

27. Clarification of Tenders

27.1 During evaluation of the tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

28. Confidentiality

28.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the Notification of Contract award is made to all Tenderers.

28.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.

28.3 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to its tender, it should do so in writing.

29. Examination of Tenders and Determination of Responsiveness

29.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these tender documents have been issued, the Purchaser will ensure that each tender is from a prequalified Tenderer.

29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

29.3 Prior to the detailed evaluation, pursuant to ITT Clause 32, the Purchaser will determine whether each tender is of acceptable quality, is complete, and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality's or reservations. A material deviation, exception, objection, conditionality or reservation is one:

(i) that limits in any substantial way the scope, quality, or performance of the goods and/or related services;

(ii) that limits, in any substantial way that is inconsistent with the tender documents, the Purchaser's rights or the successful Tenderer's obligations under the Contract;

(iii) The acceptance of which would unfairly affect the competitive position of other Tenderers who have submitted substantially responsive tenders.

29.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself, and any written clarification submitted by the Tenderer in accordance with ITT sub-clause 27.1.

30. Correction of Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Purchaser will convert all tender prices expressed in the various currencies in which they are payable to either:

(a) The currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country.

31.2 The currency selected for converting tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **TDS**.

32. Evaluation and Comparison of Tenders

32.1 The Purchaser will evaluate and compare the tenders that have been determined to be substantially responsive, pursuant to ITT clause 29.

32.2 The comparison shall be between Prices indicated on the Price Schedule including all costs freight insurance etc and delivery to the nearest port of procurement entity.

33.3 The Purchaser's evaluation of a tender will take into account one or more of the following factors as specified in the TDS, and quantified in ITT sub-clause 32.5:

(i) Delivery schedule offered in the tender; Other specific criteria indicated in the TDS and/or in the Technical Specifications.

32.4 For factors retained in the **TDS** pursuant to ITT sub- clause 32.3, one or more of the following quantification methods will be applied, as detailed in the **TDS**:

(a) Delivery schedule.

(i) The Purchaser requires that the Health Sector Goods under these Tender Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements.

Or

(ii) The Health Sector Goods covered under these Tender Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and tenderers offering delivery beyond this range may be treated as non-responsive.

or

(iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements.

(b) Deviation in payment schedule.

(i) The **SCC** stipulates the payment schedule offered by the Purchaser.

(c) Past performance:

Tenderers need a satisfactory record of performance:

(i) Those who have previously been awarded contracts to supply similar commodities and failed to deliver as per the contract terms or delivered and commodities recalled for quality issues and failed to replace the same shall be disqualified if designated for an award.

(ii) Those who are or have been seriously deficient in current or recent contract performance when the number of contracts and the extent of deficiencies each are considered (in the absence of evidence to the contrary or circumstances properly beyond their control) shall be presumed to be unable to meet this requirement and shall be disqualified if designated for a contract award.

(d) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **TDS** and/or in the Technical Specifications

32.5 Contacting the purchaser

(a) Subject to paragraph 28, no tenderer shall contact the purchaser on any matter relating to its tender from the time of tender opening to the time of contract award.

(b) Any effort by a tenderer to influence the purchaser in its decision on tender evaluation, tender comparison, or contract award shall result in the rejection of the tenderer ‘s tender

33. Preference

33.1 Preference where allowed in the evaluation of tenders shall not exceed 20% (Preference if allowed shall be as per applicable Laws of Government of Karnataka).

F. AWARD OF CONTRACT

34. Post qualification

34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITT sub-clause 7.1 and any additional post qualification criteria stated in the **TDS**. If a prequalification process was undertaken for the Contract(s) for which these tender documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Tenderer that has submitted the lowest evaluated tender to perform the Contract.

34.2 The determination will evaluate the Tenderer's financial, technical, production capabilities and tenderer's past performance. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT sub-clause7.1, as well as other information the Purchaser deems necessary and appropriate.

34.3 An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next-lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

35. Award Criteria

35.1 Pursuant to ITT clauses 32, 34 and 39, the Purchaser will award the Contract to the Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily, pursuant to ITT clause 35

36. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

36.1 The Purchaser reserves the right to accept or reject any tender, or to annul the Tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).

37. Purchaser's Right to Vary Quantities at Time of Award

37.1 The Purchaser reserves the right at the time of contract award or during the life of the contract to increase ordecrease, by the percentage indicated in the **TDS**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, except the delivery schedule.

38. Notification of Award

38.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing that its tender has been accepted, the receipt of which must be confirmed in writing.

38.2 At the same time as the successful tenderer is notified of the award, the unsuccessful tenderer(s) shall be notified that their tender(s) were unsuccessful.

38.3 A written contract will constitute the formation of the Contract, *subject to "no appeal"* from unsuccessful tenderers' within the period of fourteen (3) days from the date of Notification of Award.

38.4 Upon the successful Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITT clause 39, the Purchaser will promptly release the tender security of each unsuccessful Tenderer(s), pursuant to ITT clause 19.

39. Signing of Contract

39.1 Promptly after the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will; within Five days (05 days) but within Seven days (07 days) invite the successful tenderer after complying with ITT clause 40.1 to sign a contract.

39.2 Within Three (03) days of the invitation to sign the contract, the successful Tenderer shall send authorized signatories to sign the contract.

40. Performance Security

40.1 Within three (03) working days of the receipt of Notification of Award from the Purchaser, the successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Tender Documents or in another form acceptable to the Purchaser.

40.2 Failure of the successful Tenderer to comply with the requirement of ITT clause 38 or ITT sub-clause 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Purchaser may make the award to the next- lowest evaluated tenderer or call for new tenders.

SECTION II. TENDER DATA SHEET

Tender Data Sheet:

The following specific data for the goods to be procured shall complement, supplement or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions in the Tender Data Sheet (**TDS**) shall prevail over those in the ITT and MUST be substantiated at the time of Bid submission.

A. GENERAL

ITT 1.1	Name of Purchaser: **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001 Phone: +91-80-23283218 Email: md.ksmscl@gmail.com Website:http://www.kdlws.kar.nic.in
ITT 4.1 & 5.1	Applicable Guidelines: Government of Karnataka(GOK),
	The documentary evidence of the Bidders eligibility to tender shall include proof of tax compliance from the relevant tax authorities.
ITT 6.3 (c)	Documentation and sample requirements for eligibility of the offered Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following shall be included with the Tender: For each pharmaceutical product offered, documentary evidence demonstrating that such product has been manufactured in accordance with publicly available monographs and that the finished product meets the standards as described in any of the following pharmacopoeia: a) I. International Pharmacopeia II. British Pharmacopeia III. United States Pharmacopeia IV. European Pharmacopeia V. Manufacturers Specifications **and** documentary evidence demonstrating that such product meets one of the above standards or another standards as approved by any recognized Regulatory Authority and also approved for Commercial Usage must be Provided must be provided. (a) not applicable

	(e) If, for reasons other than the tender specific labeling requirements, the proposed goods is not consistent with the required technical specifications then the offer for the particular item shall be rejected. (f) For quality assurance reasons, for each bid provided a protocol (certificate of analysis) of a product test conducted by the laboratory of the manufacturer has to be provided from the same production batch in case of award of contract. (g) The Vaccine should have been approved from Central Drug Standard Control Organization (CDSCO) and DCGI, Government for India for Emergency use Authorization for use in India.
ITT 6.4	Copy of the registration from the bidders country of origin.
ITT 7.1 (a)	Not applicable

B. THE TENDER DOCUMENTS

ITT 11.1	Purchaser's address: **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001 Phone: +91-80-23283218 Email: md.ksmscl@gmail.com Website:http://www.kdlws.kar.nic.in

C. PREPARATION OF TENDERS

ITT 13.1	The language of all correspondence and documents related to the tender is English. Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.
ITT 16.2	The trade term DDP shall include all costs including taxes, insurance, Freight and delivery to KSMSCL Bangalore.
ITT 16.3	Prices are fixed
ITT 16.4	Tenders are being invited for individual contracts (one or more items). Tenderers shall quote based on their supply capacity (offered qty) of the entire quantity for each item quoted, as per Purchaser's Price Schedule.

ITT 18.1	The tender validity period shall be 30 days after the deadline for tender submission, as specified below in reference to ITT clause 23.
ITT 19.1	Not applicable
ITT 19.2	Not applicable
ITT 19.3	Forms of Tender Security: a) Not applicable
ITT 20.1	Alternative offers not allowed
ITT 21.1	Required number of copies of the tender: **1 original in physical or by email.**

D. SUBMISSION OF TENDERS

ITT 22.2	The address for tender submission is: **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore –560001 Phone: +91-80-23283218 Email: ksdlwscovid19.procurement@gmail.com Website:http://www.kdlws.kar.nic.in
ITT 22.2	See the above data for ITT 1.1 for the name of the Contract. **The Invitation for Tenders title and number are :** Supply of Vaccine for COVID -19. **IFT No.:** HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22. **See the below data for ITT sub-clause 23.1 for the deadline for tender submission.**

ITT 23.1	See the above data for ITT sub-clause 22.2 for the address and deadline for tender submission. Deadline for tender submission is: **24.05.2021 at 17.30 hrs (IST).**
ITT 24.1	See the above data for ITT sub-clause 23.1 for the deadline for tender submission.
ITT 25.2 (a)	The required number of copies of tender modifications is the same as the number of copies of the original tender specified above in the data for ITT sub-clause 21.1.
ITT 25.3 (a)	See the above data for ITT Paragraph 22.2 for the address to use for submission of a tender withdrawal notice.

E. TENDER OPENING AND EVALUATION

ITT 26.1	Time, date, and place for tender opening are: Shall be intimated by email to all bidders At : Karnataka State Medical Supplies Corporation Ltd. (KSMSCL) through online
ITT 31.2	The currency chosen for the purpose of converting to a common currency is Indian rupees The source of exchange rate is the Reserve bank of India The date of exchange rate determination is **the selling rate as on the last day of tender submission.**
ITT 32.4 (b) (i)	The Purchaser will not accept deviations from the payment schedule as stipulated in the **SCC**.
ITT 32.4 (d)	Evaluation criteria for items: Tenderers shall bid for all items in the Price Schedule. Bids will be evaluated together: (a) Tenderers shall quote for all items and the entire quantity for each item quoted, as per Purchaser's Price Schedule; and (b) The items offered as per Purchaser's Price Schedule must be responsive to the Tender Document. Tendered items not complying with (a) and (b) above shall be treated as non-responsive. (a) Tender evaluation and award will be made for all item basis. Each bidder will be given one contract.
ITT 33. 1	Not Applicable.

F. AWARD OF CONTRACT

ITT 37.1	Percentage for increase or decrease of quantity of goods and services originally specified shall not exceed 25% during the life of the contract with an exception of frame work contracting
ITT 38.1	Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing. The tenderer will be required to confirm in writing the acceptance of the offer within three (03) working days.
ITT 39.1	Successful bidders will be required to enter into contracts at the end of the procurement process with initial tender quantities as specified in the schedule of requirements being contracted immediately and subsequent quantities called down 'as and when' need arises. Prices will remain fixed till expiration the quantity asked for.
ITT 39.2	Within three (3) working days of the invitation to sign and date the contract, the successful Tenderer shall send an contract form as specified by buyer.
ITT 40.1	Performance Security from a Bank shall be 5% of the initial contract sum and valid for 30 days beyond the proposed supply period. **For foreign suppliers, the security shall be issued by a local corresponding bank or authorized financial institution which is Recognized.**

SECTION III. GENERAL CONDITIONS OF CONTRACT FOR HEALTH SECTOR GOODS

Table of Clauses

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "Day" means calendar day.

(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

(e) "End User" means the organization(s) where the goods will be used, as named in the **SCC**.

(f) "GCC" means the General Conditions of Contract contained in this section.

(g) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.

(h) "The Purchaser" or the procuring entity means the organization that is purchasing the Goods, as named in the **SCC**.

(i) "The Purchaser's country" is the country named in the **SCC**.

(j) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for sale in sellers country in accordance with the applicable law.

(k) "**SCC**" means the Special Conditions of Contract.

(l) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(m) "The Site," where applicable, means the place or places named in the **SCC**.

(n) "The Supplier / tenderer mean the individual or firm supplying the Goods and Services under this Contract, as named in the **SCC**.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the Government of India, or as further elaborated in the **SCC**.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information;

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6.Certification of Goods in Accordance with Laws of the Purchaser's Country

6.1 If required under the applicable law, Goods supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.

6.2 Unless otherwise specified in the **SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.

6.3 If thirty (30) days, or such longer period specified in the **SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub- Clause 6.2 above, then either party may, by not less than three (3) working days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

7. Patent Rights

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

8. Performance Security

8.1 Within three (03) working days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in the **SCC**.

8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Tender Documents or another format acceptable to the Purchaser;

Or

(b) a guarantee from Insurance company wholly recognized globally in the form provided in the tender documents

8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

9. Inspections and Tests

9.1 a) The Supplier shall demonstrate conformity to Indian Standards or approved equivalents by evidence of Test report or Certificate from accredited laboratory; Cost shall be born by the supplier.

b) Upon receipt of the pre-delivery samples or the consignment at the place of final destination, the Purchaser's representative shall inspect the samples or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within three (03) days of receipt of the Goods or part of Goods at place of final destination.

9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent Agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of appropriate handling facilities at all points in transit.

10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC.**

11.2 For purposes of the Contract, "EXW", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are specified in the **SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC.**

13. Transportation

13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, customs clearance and transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for as per the conditions of bid.

13.3 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, including customs clearance, insurance and storage, as shall be specified in the Contract, shall be arranged by the buyer, and related costs shall not be included in the Contract Price.

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

14.1 The Supplier shall provide such incidental services, if any, as are specified in the **SCC.**

14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

15. Warranty

15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have a remaining minimum of seventy five percent (75%) of the shelf life, unless otherwise specified in the **SCC;** have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

15.2 The Purchaser shall have the right to make claims under the above warranty throughout the shelf life after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier shall remove, at his own risk and cost, the defective Goods WITHIN fourteen (14) Days of the advice by the purchaser, failure to which storage charges will accrue at the prevailing market rates to be determined by the purchaser. The replacement of the Goods must be done within the time stipulated in the SCC.

15.3 In the event of a dispute by the Supplier, a counter- analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period specified in the **SCC,** the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this contract.

15.5 Recalls. In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC.**

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than Ninety (90 days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the **SCC** subject to the following general principle: Payment will be made in the currency or a currency in which the payment has been requested in the Supplier's tender.

16.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in the **SCC** or in the Purchaser's request for tender validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except withthe Purchaser's prior written consent.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services with in the 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 the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Goods do not meet the Technical Specifications stated in the Contract; or

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

(e) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser. And

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The Contract shall be written in the language specified in the **SCC.** Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the **SCC.**

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, email or facsimile and confirmed in writing to the other party's address specified in the **SCC.**

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Inspections and Tests

33.1 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Health Products' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided to the inspectors at no charge to the Procuring entity.

33.2 Should any inspected or tested Health Products fail to conform to the Specifications, the Procuring entity may reject the Health Products, and the tenderer shall either replace the rejected Health Products or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

33.3 The Procuring entity's right to inspect, test and, where necessary, reject the Health Products after the Health Products' arrival shall in no way be limited or waived by reason of the Health Products having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Health Products' delivery.

33.4 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

SECTION IV. SPECIAL CONDITIONS OF CONTRACTFOR HEALTH SECTOR GOODS

Table of Clauses

Special Conditions of Contract (SCC)
For Pharmaceuticals

The following Special Conditions of Contract (**SCC**) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses	
1. Definitions (GCC Clause 1)	
GCC 1.1 (e)/(h)	The Purchaser is: **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001 Phone: +91-80-23283218 Email: md.ksmscl@gmail.com Website:http://www.kdlws.kar.nic.in
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (m)	The Site is: **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001 Phone: +91-80-23283218 Email: ksdlwscovid19.procurement@gmail.com Website:http://www.kdlws.kar.nic.in
GCC 1.1 (n)	The Supplier is: .....
4. Standards (GCC Clause 4)	
GCC 4	The Tenderer warrants that all Health Products supplied under the Contract will fully comply in all respects with the technical specifications and with the conditions laid down in the Contract.
6. Certification of Goods in Accordance with Laws of the Purchaser's Country (GCC Clause 6)	
GCC 6.1	Drugs shall be registered with the country of produce or export.
8. Performance Security (GCC Clause 8)	
GCC 8.1	The amount of the Performance security as a percentage of the Contract price shall not exceed 05%. The performance security shall be in the form of **the security shall be issued by a local corresponding bank or authorized financial institution which is recognized.**

GCC 8.3	**For foreign suppliers, the security shall be issued by a local corresponding bank or authorized financial institution**
9. Inspections and Tests (GCC Clause 9)	
GCC 9.1	a) Imports of Goods to India are subject to the Pre- shipment verification of conformity b) The supplier may be requested to provide for batch by batch Certificates of Compliance by accredited test laboratories to prove the conformity to the technical specifications and applicable quality standards. The cost of such inspection shall be to the supplier's account. c) The Goods shall not be shipped unless a copy of satisfactory documentary proof of conformity has been submitted to the Purchaser. (d) The Purchaser shall analyze all new brands of products, and products that have previously failed quality analysis tests, before confirming an order. The cost of analysis shall be borne by the Tenderer and shall be paid in full prior to analysis.
10. Packing (GCC Clause 10)	
GCC 10.2	Additional requirements for packing and transport are indicated in; (a) Section VI, Technical Specifications and (b) General Packing Instructions
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	**For goods supplied from abroad under Incoterms DDP, KSMSCL** Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the way bill number. Under all transport modes, the Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

(i) three originals and two copies of the Supplier's invoice, showing Purchaser as Consignee*;* the Contract number, grant no., goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) one original and two copies of the negotiable, clean, on-board through Message Type (MT) Document marked "freight prepaid" and showing Purchaser as Consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;

(iii) four copies of the packing list identifying contents of each package;

(iv) copy of the Insurance Certificate, showing the Purchaser as the Beneficiary;

(v) one original of the manufacturer's or supplier's Warranty Certificate if applicable covering all items supplied;

(vi) one original of the Supplier's Certificate of Origin covering all items supplied;

(vii) each batch to be accompanied by Certificate of Analysis (CoA) stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods original;

(viii) any other procurement-specific documents required for delivery/payment purposes;

(ix) one original of the Certificate of Pharmaceutical Product as per the WHO's recommended template for each of the items supplied if applicable;

(x) one original and one copy of a protocol (certificate of analysis) of a product test per batch conducted by the laboratory of the manufacturer .

At arrival of the goods at port of clearance, the Supplier or its Shipping agent shall provide the Purchaser with:

a) Arrival notice

and

b) Delivery note.

	The above documents 1) and 2) shall be received by the Purchaser immediately after arrival of the Goods at port of clearance and, if not received, the Supplier will be responsible for any consequent expenses. **Note:** In the event that the documents presented by the Supplier are not in accordance with the Contract, payment will be made against issue of the Acceptance Certificate, to be issued in accordance with **SCC** 9 (GCC 9) above.
	For goods supplied from within the Purchaser's country under Incoterms EXW, delivered to named place of destination: The Supplier shall notify the Purchaser at least forty-eight (48) hours ahead of delivery of the goods in writing and deliver the following documents to the Purchaser: (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, grant number, goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as consignee and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Purchaser as the Beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) each batch to be accompanied by Certificate of Analysis (CoA) stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (viii) other procurement-specific documents required for delivery/payment purposes.

	***For Goods supplied from abroad**:* (ii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (iii) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.

14. Incidental Services (GCC Clause 14)	
GCC 14.1	Incidental services to be provided: The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods if appropriate. The cost shall be deemed included in the Contract Price.
15. Warranty (GCC Clause 15)	
GCC 15.4	The period for the replacement of defective goods and Expired goods is one (1)Week
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **(i)** Payment shall be made by way of letter of credit [Seventy percent (70%) on proof of shipment with all relevant documents and balance thirty percent (30%) on receipt of goods by purchaser and with relevant quality checks]. **(ii)** Ownership will be transferred after acceptance of quality of Health Products. **(iii)** The Procuring entity accepts Health Products subject to checks on quality. Invoices and delivery notes shall be stamped, "received but not checked" at the time of delivery. The Procuring entity will check deliveries as quickly as possible and notify the Tenderer of any defective Health Products or of short/excess deliveries. **(iv)** Payment shall be made by the Procuring Entity within ninety (90) days after submission of an invoice or claim by the Tenderer for goods supplied from within the purchasers country. **(v)** The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid prices were expressed in the Supplier's tender, subject to compliance with all aspects of the contract agreement, especially the delivery schedule.

17.1 Prices (GCC Clause17.1)	
GCC 17.1	(i) Prices quoted should include all costs of shipment and handling until the Health Products are received at purchaser's country. (ii) To facilitate evaluation and comparison, the Procuring entity will convert all bid prices expressed in the amounts in the various currencies in which bid price is payable, to the Indian rupee using the reserve bank of India Rate on the last day of the tender submission. (iii) The Procuring entity reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	The applicable rate is one-half (0.5) percent per week, the maximum rate is ten (10) percent of the Contract Price and this shall be deducted from the payment due to the supplier.
23. Termination for default (GCC Clause 23)	
GCC 23	Eligibility for commodity call downs will be subject to performance of preceding contract
27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	Clause 27.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country. The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows: ***(i) Contracts with foreign Supplier:*** GCC 27.2.2 (a) all disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the Indian Council of Arbitration. The place of Arbitration will be in Bengaluru Karnataka India. ***(ii) Contracts with Supplier national of the Purchaser's country:*** In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

	□All
29. Governing Language (GCC Clause 29)	
GCC 29.1	English language
30. Applicable Law (GCC Clause 30)	
GCC 30.1	The Contract shall be interpreted in accordance with the laws of the Government of India.
31. Notices (GCC Clause 31)	
GCC 31.1	**Procuring Entity's address** **Karnataka State Medical Supplies Corporation Limited, (KSMSCL),** PHI Building, Opp. To SJP Polytechnic, K.R.Circle, Sheshadri Road, Bangalore – 560001 Phone: +91-80-23283218 Email: md.ksmscl@gmail.com Website:http://www.kdlws.kar.nic.in ***Supplier's address:***
33. Inspections and Tests (GCC Clause 33.1)	
GCC 33.1	(i) Overseas Bidders shall ensure that all Health Products are inspected prior to shipment. Any charges incurred as a result of failure to comply with this requirement shall be borne by the tenderer. (ii) The Purchaser shall analyze all new brands of products, and products that have previously failed quality analysis tests, before confirming an order. The cost of analysis shall be borne by the Tenderer and shall be paid in full prior to analysis.
GCC 33.2	If any item fails to comply with the technical specifications, the Procuring entity shall notify the supplier in writing. The supplier shall within fourteen (14) days, take steps to replace the product in question at its own cost with a fresh batch of acceptable product, or withdraw and give a full refund if the product has been taken off the market due to quality issues.
GCC 33.3	In the event any of the Health Products are recalled, because of problems with product quality or adverse reactions to the product, the supplier will be obligated to notify the Procuring entity within fourteen (14) days, providing full details about there as on leading to the recall, and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable product, or withdraw and give a full refund if the product has been taken off the market due to safety problems

GCC 33.4	(i) Rejected Health Products shall be collected promptly upon notification and not later than 7 days from date of notification, failure to which demurrage charges shall accrue at a rate of 2% of the total value per day. The commodities shall be disposed after 21 days at Tenderer's cost. (ii) The Tenderer shall advise The Procuring entity on whether to return rejected Health Products at Tenderer's cost, to arrange for collection from The Procuring entity, or to destroy in the presence of the Tenderer's agent as witness, at Tenderer's cost
GCC 33.5	The Procuring entity may undertake further quality control testing and may reject the whole consignment if the samples tested fail to meet the required standards

SECTION V

SPECIFICATIONS

1. General Technical Specifications

2. Technical Specifications

3. General Packing Instructions

General Technical Specifications Pharmaceuticals

These specifications describe the basic requirements for Health Products required. Bidders are requested to submit with their offers the detailed specifications

The Bidders are requested to present information along with their offers indicating the shortest possible delivery period of each product.

Particulars

1. **Qualifications of Manufacturers**.

The Tenderer shall provide copies of all certificates and documents issued by the authorized National Regulatory authorities, that the Manufacturer of the pharmaceuticals and medical supplies proposed is authorized to manufacture and sell these products.

2. Appraisal

A manufacturer must provide evidence of certification by an internationally recognized authority (e.g. Food Drug Authority, DCGI, WHO or similar organizations) or be subject, at the Manufacturer's expense, to inspection by a competent authority designated by the Procuring entity in conjunction with the national regulatory authority.

3. Documentary Evidence

3.1 Bidders must provide the following documentary evidence of the Tenderer's qualifications to perform the Contract in support of their bid;

(i) That in the case of a bidder offering to supply Health Products under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:

(a) Is incorporated in the country of manufacture of the Health Products

(b) Has been licensed by the regulatory authority in the country of manufacture to supply the Health Products

(c) Has received satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce.

(d) In case of resellers they have to submit enough proof of documentation to establish their relation with the manufacturer apart from submitting the Manufacturer Authorization Form (MAF).

(ii) That, in the case of a Tenderer offering to supply Health Products under the Contract that the Tenderer does not manufacture or otherwise produce,

(a) That the Tenderer has been duly authorized by a manufacturer of the Health Products that meets the Criteria under (i) above to supply the Health Products in India, and

(b) That the Tenderer has a Wholesaler Dealers License or Good Distribution Practice (GDP) certificate as applicable.

(c) In the case of Pharmaceutical and allied Health Products, that

(i) The Tenderer has a Superintendent Pharmacist with a current practicing license which should have QR codes. Please submit personal identification of the same.

(ii) That the Tenderer's premises have been registered by the National Regulatory Authority.

4. Certificates

4.1 All certificates granted to distributors and or manufacturers from the country of origin or/and recognized regulatory authorities should be valid and clear.

4.2 Good manufacturing practice certificate should be issued by the national competent authority of the country of origin or a recognized regulatory authority as communicated in the WHO certification scheme on the quality of pharmaceutical products moving in the international commerce. Where the Indian Regulatory Authority has inspected the site their findings shall supercede any other findings by other regulatory authorities.

4.2.1 The certificate of Good manufacturing practice should indicate.

a) That the manufacturer has been approved and registered by the National Health Authority as a manufacturer of pharmaceutical drugs.
b) The types of pharmaceutical dosage forms approved for manufacture.
c) That the manufacturing plant in which the products are produced is subject to inspection at regular intervals.
d) That the manufacture conforms to requirements of good manufacturing and quality control as recommended by WHO in respect of products to be sold or distributed in the country of origin or to be exported.
e) The date the certificate is issued and the period of its validity.

4.3 All certificates indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the certificates shall be rejected as non-responsive.

4.4 The Vaccine should have been approved from Central Drug Standard Control Organization (CDSCO) and DCGI, Government for India for Emergency use Authorization for use in India.

4 Standards of Quality Assurance for Supply.

4.4 All products must:

a) Be manufactured in conformity with the latest edition of British, International, United States, French or European Pharmacopoeia. If the product is not included in the specified Compendia, the Bidder upon being awarded the order must provide the reference standards and testing protocols to allow for Quality Control.
b) Be manufactured in accordance with current Good manufacturing Practices (GMP).
c) Meet the requirements of manufacturing legislation and regulation of pharmaceutical and medical products in the country of Origin;
d) Conform to all the specifications contained herein; and

4.5 The successful Bidder will be required to provide to the Procuring entity:

a) Certificates for each batch of drugs supplied.
b) With each consignment, a certificate of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests, as applicable to the product being supplied and Section C of these Specifications.
c) Assay methodology of any or all tests if requested.

d) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.
e) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
f) Ensure that Health Products arrive at the port of entry (for imported pharmaceuticals or vaccines) or ex-factory (for local purchases) with a remaining shelf life of at least five sixths (5/6ths) of the total stipulated shelf life for Health Products with a shelf life of more than two years and three- fourths (3/4) of the total stipulated shelf life for Health Products with a shelf life of two years or less.
g) On request, make available samples and studies showing bioavailability and stability, especially stability under conditions of high temperature and humidity.

4.6 Certificates of Analysis should:

(a) Be written/translated in English Language
(b) Bear the letter head of the manufacturer or accredited laboratory as stated onthe Tenderer's quotation.
(c) Indicate the Pharmacopoeia Standard used for analysis
(d) Have the products generic (non-proprietary) name, strength and unit pack conspicuously displayed on the certificate.
(e) Have actual values of test results indicated against each test. A general indication of the word" complies" or "conforms" is not sufficient.

4.7 The Procuring entity shall reject drugs delivered without a VALID analysis certificates as described in 4.1 (e) and 4.3 above.

4.8 The successful Bidder will also be required to provide the Procuring entity with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms if asked for by the purchaser.

5 Product information

5.4 The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")

5.5 Only tropical formulations and packages should be supplied. All products supplied should remain stable within the product's shelf life. The Procuring entity reserves the right to reject Health Products that are not suitable for the tropical climate. The product should be stable at control room temperature up to 30˚C throughout the shelf life. This needs to be substantiated with real time stability data.

5.6 Product Specifications indicate dosage form (e.g., liquid, injectable, etc), and the drug content (exact number of mg or % v/v with acceptable range). The product should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia. In case the Pharmaceutical or Vaccine product is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing.

5.7 The following information will be required, when applicable, for each product offered by the tenderer:

(i) Generic name or INN (International Non-propriety Name)
(ii) Presentation, strength, quantity in each container

(iii) Country of origin, name and address of the Manufacturer
(iv) Pharmacopoeia or other applicable compendia standards
(v) Shelf life

Failure to include any of this information may, at the discretion of the Procuring entity, disqualify the bid.

6 Packaging Specifications:

Packaging material must be suitable for the purpose and have no detrimental effects on the pharmaceutical drugs. Primary packaging must give adequate protection against external influence and potential contamination.

Important conditions:

a) Injection Vials should have flip-off caps.
b) Dry powder injections, for which WFI is not to be used as diluent, must be supplied in combi- pack with suitable diluents. Not more than one batch's diluents shall be supplied with single batch of dry powder injection. Expiry date of the diluents must be later than the drug component. Batch details of diluents shall also be over printed on the catch box containing the combi-pack for injection vial & the diluents. Even if the diluent supplied with the dry powder injection is manufactured by another company, the quality responsibility shall be of the drug supplier to KSMSCL.
c) Light-sensitive pharmaceuticals must be packed in containers that allow maximum protection from light.
d) Only firsthand fresh packaging materials of uniform size are used for Packing. Packing of recycled paper or packages of different drugs/companies are prohibited. The penal charges for usage of packets of other drugs shall be 5% of the total value of item (s) in question after notice.
e) Vaccines must be kept in temperature-controlled environments at all times throughout the shipment process including in transit storage points/warehousing. Carriers selected for vaccine and temperature controlled shipments must be able to provide a reliable temperature control service.
f) All vaccines must be booked and shipped at ambient temperature, or otherwise as specified by manufacturer or indicated on shipping unit labels.
g) It is prohibited to send vaccines or diluents by general cargo. Shipment of droppers as general cargo must be agreed in advance with the UN agency and manufacturer. Vaccines should not be transported with radioactive products, fish or meat.
h) Re-icing of shipments must be performed in accordance with the written instructions of the manufacturer of each shipment whenever deemed necessary
i) Primary packaging: The first level of container for the vaccine: the vaccine primary container –vial,
j) Secondary packaging: The second level of packaging comprises the intermediate packaging that contains the primary packages: the vaccine carton box with the vials/ampoules/leaflet.
k) Grouping case: The grouping case is a box in which there are multiple units of secondary packaging.
l) Tertiary packaging: The third level of packaging is the shipping unit. The shipping unit is the outer insulated box (protected by a cardboard or plastic external layer) that contains the secondary packages or grouping cases. Tertiary packaging shall be the outer shipping unit.

Packing protocol as specified by the manufacturer applicable for transport of Vaccine Vial to be followed:

Note: (i) Noncompliance to the above conditions shall lead to rejection of consignment and the

supplier shall be liable for action under provisions of non-supply/late supply.

7 Labeling:

The labeling of drugs/item should comply with guidelines set forth in the Drugs & Cosmetics Act and Rules there under.

a) The label should prominently display the International Non-Proprietary Name (INN)/Proper Name (wherever applicable) or Generic name as per labeling provisions of Drugs and Cosmetics Rules.
b) Name of the drug shall also be mentioned in English in primary and secondary packings.
c) The secondary packaging material (box, carton) must be clearly labeled with the names of the item, batch number, expiry date and the number of units per carton/box.
d) Drugs with **MRP** mentioned in any packaging unit shall not be accepted.
e) The labels in the case of injectable shall clearly indicate that the preparation is meant for IM use only
f) Consignment shall be liable for rejection if any tampering with the expiry date is found and the supplier firm shall be blacklisted for two years.
g) The labels of two or more drugs/materials supplied by the same supplier shall not be identical or resemble in any form especially in colour and markings leading to confusion in identifying the items.

8 All outer cartons should be labeled as follows:

Karnataka State Medical Supplies Corporation Limited, (KSMSCL),
PHI Building, Opp. To SJP Polytechnic,
K.R.Circle, Sheshadri Road, Bangalore – 560001
Phone: +91-80-23283218
Email: md.ksmscl@gmail.com
Website:http://www.kdlws.kar.nic.in

9 Case Identification.

All cases should prominently indicate the following:

a) Procuring entity's Name and Address
b) The generic name of product
c) The dosage form (liquid);
d) Date of manufacture and expiry
e) Batch number
f) Quantity per case
g) Package Number
h) Specific instructions for storage;
i) Name and address of manufacture;
j) Gross weight and net weight in kilograms
k) The legends: " Top, do not turn over " Handle with Care" …etc
l) Any additional cautionary statements.

No case should contain pharmaceutical or vaccine products from more than one batch.

10 Unique Identifiers

10.4 **The word "KSMSCL" shall be extensively and conspicuously imprinted on the primary, secondary and tertiary packaging of products to be supplied to the procuring entity.**

Section VI

Schedule of Requirements

Sl. No.	Item Name with Description	Estimated Quantity (in no. of Doses)	Earnest Money Deposit (EMD)
1	Covid Vaccine Multidose Vials (10/20 doses per vial)	Total Doses 20 Million	-

Note:

1. *The Shelf life of the Vaccine should not be less than 6 months from the date of supply.*
2. *Tender authority reserves the right to buy lesser quantities.*
3. *It is the discretion of the tender inviting authority to buy the Vaccine from more than one company.*

Price Schedule:

Supply of Vaccine for COVID – 19

Tender No; **HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.**

		Date and Time of Tender Notice:	**14.05.2021 11:30 hrs(IST)**	**TEL:**
		Closing date and Time	**24.05.2021 17:30 hrs(IST)**	**E-MAIL: ksdlwscovid19.procurement@gmail.com**
NAME OF FIRM QUOTING:				
Address:				
Phone, fax, e-mail:				

Item No.	**Item Description**	**Pack size**	**Initial Quantity**	**Unit Price per dose**	**Net Total Price**	**Brand**	**Manufa-cturer**	**Country of Origin**	**Shelf Life**	**Deliver y period**
1										
2										

NAME							
Signature							
Date:							
Total Value Tendered: Currency							

NOTE: Successful bidders will be offered a contract. The quantities indicated above are initial requirements. Subsequent additional quantities will be called down 'as and when' need arises. Prices will remain fixed over the period of contract.

DELIVERY SCHEDULE

KSMSCL will issue the indent of quantity required to be supplied from time to time as per the requirement.

Delivery Terms: CIF, BENGALURU, INDIA.

Section VII.

1. **Form of Tender**
2. **Tender Security Form**
3. **Performance Security Form**
4. **Form of Contract Agreement**
5. **Performance Security Bank Guarantee (unconditional)**
6. **Manufacturer's Authorization Form**
7. **Business Questionnaire**

1. Form of Tender

Date:
Tender No.: HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.
Tender Description: Supply of Vaccine for COVID-19

To:
Karnataka State Medical Supplies Corporation Limited, (KSMSCL),
PHI Building, Opp. To SJP Polytechnic,
K.R.Circle, Sheshadri Road, Bangalore – 560001
Phone: +91-80-23283218
Email: md.ksmscl@gmail.com
Website:http://www.kdlws.kar.nic.in

Dear Sir/Madam,

1. Having examined the tender documents including Addenda Nos.…… [Insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver……[Description of goods] in conformity with the said tender documents for the sum (Word) of…… ….. [Total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____Percent of the Contract Price for the due performance of the Contract, in the form prescribed by ……[Procuring entity].

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this_____day of_____20_____

_____ _____
[signature] [in the capacity of]
Duly authorized to sign tender for and on behalf of _

-

2. Tender Security Form

IFT No.: **HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.**

Supply of Vaccine for COVID-19

To:

WHEREAS *[insert: **name of Tenderer**]* (hereinafter called "the Tenderer") has submitted its tender dated *[insert: **date of tender**]* for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE *[insert: **name of bank**]* of *[insert: **address of bank**]* (hereinafter called "the Bank") are bound unto *[insert: **name of Purchaser**]* (hereinafter called "the Purchaser") in the sum of: *[insert: **amount**]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or

2. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:

   (a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or

   (b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

Date: _____ Signature of the Guarantor

_____ _____

(Witness) (Seal)

3. Performance Security Form

Date:

Tender No.: HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.

Tender Description: **Supply of Vaccine for COVID-19**

To:

Karnataka State Medical Supplies Corporation Limited, (KSMSCL),
PHI Building, Opp. To SJP Polytechnic,
K.R.Circle, Sheshadri Road, Bangalore – 560001
Phone: +91-80-23283218
Email: md.ksmscl@gmail.com
Website:http://www.kdlws.kar.nic.in

WHEREAS *[insert: **name of Tenderer**]* (hereinafter called "the Tenderer") has submitted its tender dated *[insert: **date of tender**]* for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE *[insert: **name of the insurance company**]* of *[insert: **address of insurance company**]* (hereinafter called "the Guarantor") are bound unto *[insert: **name of Purchaser**]* (hereinafter called "the Purchaser") in the sum of: *[insert: **amount**]*, for which payment well and truly to be made to the said Purchaser, the guarantor binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert: **number**]* day of *[insert:**month**]*, *[insert: **year**]*.

THE CONDITIONS of this obligation are:

(a) If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or

(b) If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:

1. Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or
2. Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

_____

Date: Signature of the Guarantor

_____ _____

(Witness) (Seal)

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

1. THIS AGREEMENT made the____ day of_20_____ between *[name of Procurement entity)* of….....*[country of Procurement entity]* (hereinafter called "the Procuring entity") of the one part and *[insert: **name of Tenderer**]*, a corporation incorporated under the laws of *[insert: **country of Tenderer**]* and having its principal place of business at *[insert: **address of Tenderer**]* (hereinafter called "the Supplier").

2. WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., *[insert: **brief description of goods and services**]* and has accepted a tender by the tenderer for the supply of those goods and services in the sum of *[insert: **contract price in words and figures]*** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2.4.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement
(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements (including Functional Requirements and Implementation Schedule)
(e) The Supplier's tender and original Price Schedules
(f) The Purchaser's Notification of Award
(g) The Supplier's Acceptance letter
(h) *[Add here: **any other documents**]*

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

   The Procuring Entity hereby covenants to pay the Tenderer 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.

For and on behalf of the Procuring Entity

Signed:_____
in the capacity of *[insert: **title or other appropriate designation]***

in the presence of _____

For and on behalf of the Tenderer

Signed:_____
in the capacity of *[insert:* ***title or other appropriate designation*** *]*

in the presence of _____

”

5. Performance Security Bank Guarantee (unconditional)

IFT No.: **HFW/KSMSCL/COVID/INJ VACCINE/INJ/26/2021-22.**

Supply of Vaccine for Covid-19.

To: (KSMSCL).

Dear Sir or Madam:

We refer to the Notification letter ("the offer") issued on *[insert: **date**]* by *[Insert: Procuring Entity]* concerning the supply and delivery of *[insert: **a brief description of the Goods**]*. By this letter we, the undersigned, *[insert: **name of bank**]*, a bank (or company) organized under the laws of *[insert: **country of bank**]* and having its registered/principal office at *[insert: **address of bank**]*, (hereinafter, "the Bank") do hereby jointly and severally with the Tenderer irrevocably guarantee payment owed to you by the Tenderer, pursuant to the Contract, up to the sum of *[insert: **amount in numbers and words**]*. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us ofyour first written demand signed by your duly authorized officer declaring the Tenderer to be in default under the Contract and without cavil or argument any sum or sums within the above- named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Tenderer to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Tenderer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed:_____

Date: _____

in the capacity of: *[insert:* ***title or other appropriate designation*** *]*

Common Seal of the Bank

6. Manufacturer's Authorization Form (If Bidder is not the Manufacturer)

(Manufacturer's or Producer's letterhead)To:

WHEREAS *[insert:* ***name of the manufacturer or producer*** *]* (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of *[insert:* ***name and/or description of the Goods requiring this authorization*** *]* (hereinafter, "Goods") having production facilities at *[insert:* ***address of factory*** *]* do hereby authorize *[insert:* ***name and address of Tenderer*** *]* (hereinafter, the "Tenderer") to submit a tender, and subsequently negotiate and sign the Contract with you against IFT *No.* *Supply of Vaccine for COVID - 19 including* the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these tender documents.

For and on behalf of the Manufacturer or Producer

Signed:_____ Date: ____

In the capacity of *[insert:* ***title, position, or other appropriate designation****]* and duly authorize to sign this Authorization on behalf of *[insert:* ***name of manufacturer or producer****]*

NOTE: Manufacturers Authorization must be ON LETTER HEAD and addressed to KSMSCL and must be tender and item specific and signed by an authorized signatory. - MANDATORY

7. **Business Questionnaire**

SUPPLIER BUSINESS DETAILS (fill in Block letters)		
Company name		
Company Post Office Address:		
Telephone nos: Office No. ---------- Mobile No. ----------	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

Company Registration Number:

1. Location of business premises ----------
2. Building name and number ----------
3. Floor Number .....
4. Room number .....
5. Plot Number .....
6. Tax Certificate Number ----------
7. Local Authority License Number ---------- Expiry Date ----------
8. PIN certificate Number .....
9. Website if any .....

when submitting your bid, please ensure that you submit copies of the followingdocuments;

1. **Copy of Certificate of incorporation**
2. **Copy of current Tax Compliance Certificate**
3. **Copy of Local Authority License**
4. **Copies of your business 3 years (three) Audited Accounts**

Bank References and other details
A) Primary Bank (The Main Bank)
1) Name: ..... 2) Postal Address: ..... 3) Telephone Land line number; ..... 4) Fax Number: ..... 5) Email Address: .....
Name of the account: .....

Account number: ----------	Number of years operated: ----------

SECONDARY BANKERS (if applicable)	
Bank name and address:	
Name of the account:	
Account number:	Years of operation .....

Commercial References	
Provide names and contact details of four customers that have done business with youin the last three years.	
A) Trade References - customer 1	
Activity:	Period of relationship: (Year) .....
Contact name:	Fax no. .....
.....	Email address: .....
Value of contract orders in USD	
Telephone No. ..... Physical address;	

B) Trade References - customer 2	
Activity:	Period of relationship: (Year) .....

Contact name:	Fax no. .....
.....	Email address: .....
Value of contract orders in USD	
Telephone No. ..... Physical address;	

Trade References - customer 3	
Business Activity:	Period of relationship (year) .....
Contact name:	Fax no. ..... Email address: .....
Value of contract orders in	

Telephone No. Mobile .....

Telephone Number Land line .....

Physical address: .....

Section VIII

EVALUATION CRITERIA

A) PRELIMINARY EXAMINATION

B) TECHNICAL EVALUATION

1. Bidders who are Manufacturers
2. Bidders who are Distributors
3. Evaluation Criteria for Disinfectants, Topical Preparations and Antiseptics

C) PRODUCT EVALUATION

D) FINANCIAL EVALUATION

E) PRESENTATION OF DOCUMENTS

A) PRELIMINARY

EXAMINATION

Required documents

1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3 n where n is the last page) **(MANDATORY).**
2. Copy of Certificate of Incorporation/Registration **(MANDATORY).**
3. Copy of current Tax Compliance Certificate **(MANDATORY FOR LOCAL BIDDERS)**
4. Tender form duly **completed and signed** by the tenderer or his authorized agent
   (MANDATORY).
5. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

B) TECHNICAL EVALUATION

1. **Bidders who are Manufacturers**

Documents submitted by manufacturers offering to supply pharmaceuticals under the Contract will be subjected to a detailed examination to confirm the following:

a) Current Good Manufacturing practice (GMP) Certificate **(MANDATORY).**
b) Current Manufacturing License **(MANDATORY).**
c) Current wholesale dealers license with QR codes – Applicable to local manufacturers
(MANDATORY).
d) Current Goods Distribution Practice (GDP) or Free Sale Certificate (FSC) Applicable to International Manufacturers (MANDATORY).
e) The minimum production capacity per month of the manufacturer should be 1,00,00,000 (information to be submitted as per the annexure – A. (MANDATORY).

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

2. **Bidders who are Distributors**

Documents submitted by Distributors offering to supply pharmaceuticals under the Contract will be subjected to a detailed examination to confirm the following:

a) Manufacturers Authorization that is both tender and item specific.
Bidders who are distributors will be required to submit the following documents

from their manufacturers in support of their bid:

i. Current Good Manufacturing practice (GMP) Certificate (MANDATORY).
ii. Current Goods Distribution Practice (GDP) or Free Sale Certificate (FSC) Applicable to International Manufacturers.

b) Current wholesale dealers license with QR codes applicable to local distributors **(MANDATORY).**
c) Current Superintendent Pharmacist practicing license with QR codes for the distributor **(MANDATORY).**
d) The bidder should submit the production capacity certificate of the original Manufacturer's as per annexure - A. The minimum production capacity per month of the manufacturer should be 1,00,00,000 (information to be submitted as per the annexure – A **(MANDATORY).**

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Onlybidders who are successful at this stage will proceed to the next stage of evaluation.

C) FINANCIAL EVALUATION

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid. However,bidders who have had unsatisfactory past performance on specific items shall not be recommended for award of similar items.

D) PRESENTATION OF DOCUMENTS

1 The "ORIGINAL TENDER"

2 The "ORIGINAL TENDER"

3 The "ORIGINAL Schedule of Prices" should be submitted.

4 Bidders should organize their tender documents as follows. All applicable certificates indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the certificates shall be rejected as non- responsive.

Section	Document
1	Tender Form
2	Bid /Tender Security
3	Copy of bidder's Tax Compliance Certificate
4	Copy of Bidder's Certificate of Incorporation
5	Duly completed Suppliers Business Questionnaire

6	Copies of Manufacturer's certificate of incorporation in the country of origin. Copies of certificates should be organized as follows: 7.1 Copy of certificates of incorporation in the country of origin of the first manufacturer 7.2 Copy of certificates of incorporation in the country of origin of the second manufacturer 7.3 Copy of certificates of incorporation in the country of origin of the third manufacturer etc.
7	Copy of Manufacturer's manufacturing license. Copies of license should be organizedas follows: 7.1 Copy of manufacturing license of the first manufacturer 7.2 Copy of manufacturing license of the second manufacturer 7.3 Copy of manufacturing license of the third manufacturer etc.
Section	**Document**
8	Current copy of authenticated Goods Manufacturing Practice (GMP) and or any other quality certificate e.g ISO. If GMP certificates are provided, certificates should be organized as follows: 8.1 Copy of GMP certificate of the first manufacturer 8.2 Copy of GMP certificate of the second manufacturer 8.3 Copy of GMP certificate of the third manufacturer etc.
9	Manufacturer's Authorization. Copies of Authorization should be organized as follows: 9.1 Authorization by the first manufacturer 9.2 Authorization by the second manufacturer 9.3 Authorization by the third manufacturer etc.
10	Copy of current Wholesale Dealer's License with QR codes or Good Distribution Practice (GDP) or equivalent practice license from a recognized regulatory authority.
11	Copy of current certificate of Superintendent Pharmacist practicing license with QR codes
12	Summary of product registration/retention certificates with QR codes details

Annexure A
Production Capacity Certificate
(Self-Declaration on letter head of the Manufacturer's)

Sl.No.	Particulars	Remarks	
1	Name of the Unit		
2	Factory Address		
3	Item Manufactured		
4	No. of working shift on the date of issue of certificate		
5	Production/manufacturing capacity as per the machinery installed per month.	**Item**	**Qty**
6	Present utilization of total production by manufacturing capacity by unit per month.	**Item**	**Qty**

Date:

Place:

Seal & Signature

Special Note: - All Above Format are only indicative in nature of current requirements, the same may change as per specific requirements of buyer in due course or during the contract period.