

**KERALA MEDICAL SERVICES CORPORATION LTD.***(Department of Health & Family Welfare, Govt. of Kerala)*

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website: [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in), e-mail: [md@kmscl.kerala.gov.in](mailto:md@kmscl.kerala.gov.in)

CIN No. U24233KL2007SGC021616

No. KMSCL/EP/202/2020 Part - 57

Dated : 21.04.2020

**QUOTATION NOTICE**

In view of the Covid - 19 pandemic Govt. of Kerala has decided to procure antibody based Rapid Test Kits on an emergency basis. Online quotations are invited for the supply of the following.

Sl. No	Quotation No.	Description	Last date of Online submission
1.	Q63/2020	Antibody (IgM, IgG) based Rapid Diagnostic Test Kit for COVID - 19.	25.04.2020 11.00 a.m.

Quotation documents and all other information related to the bidding process can be downloaded from the website [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in).

**Sd/- Managing Director**(Tender Inviting Authority)



**Notice Inviting Quotation (N.I.Q)**

**(Quotation No: KMSCL/EP/Q63/COVID/2020-21)**

- I. Quotations are invited online for the purchase of the following items as per the terms & conditions given herewith from the manufacturers/ authorized distributors /direct Importers:-

S/n	Item Name	Indicative qty
1	Antibody (IgM, IgG) based rapid test for diagnosis of COVID-19	2 Lakhs tests

II. TECHNICAL SPECIFICATIONS

1. Antibody (IgM, IgG) based rapid test for diagnosis of COVID-19
2. Whole blood / Serum / Plasma
3. Should be validated at NIV Pune and approved by ICMR
4. Should have license to import the offered kits from CDSCO/ DCGI
5. If the offered item is from China, National Medical Product Administration China approval shall be submitted. If the item is from any other country the mandatory compliance imposed by the source country shall be submitted. The bidder shall submit a valid Affidavit for the same.

III. TERMS AND CONDITIONS

1. Prospective bidders are requested to submit the quotations through e-mail to [md@kmscl.kerala.gov.in](mailto:md@kmscl.kerala.gov.in) up to 11.00 am, 25.04.2020. Offer received during 22.04.2020 to 25.04.2020 up to 11.00 am will be considered.
2. The quotation documents are published on the website of KMSCL [www.kmscl.kerala.gov.in](http://www.kmscl.kerala.gov.in). The excel file as per the format given along with the quotation notice shall be submitted. The price bid shall be submitted as per format given along with quotation notice. The filled in price bid shall be submitted in pdf format after protecting with a password.

3. The following documents shall be submitted by the bidders and the language for bid submission shall be English.
  - a. Quotation document in the excel format attached along with quotation notice.
  - b. Company registration certificate
  - c. GST registration certificate
  - d. Authorisation letter from the manufacturer in case of distributor and direct importer.
  - e. Product details / catalog / brochure
  - f. Approval from ICMR, validation from NIV Pune
  - g. License to import from CDSCO / DCGI
  - h. NMPA, China approval / mandatory compliance of the source country / valid Affidavit from the bidder.
  - i. Price bid as per format in pdf and it should be password protected.
4. Quotation documents submitted in any other format shall not be considered. Incomplete or partially filled quotation documents shall also be not considered. The quotations received without price bid shall be rejected. If password of the price bid is not provided, then the offer will be rejected.
5. The offer of the firm not matching with the stipulated technical specifications will not be considered. It is mandatory that all the stipulated documents shall be attached along with the quotation, failing which the offer will not be considered.
6. The price bid of the prospective bidders whose offer meets all the stipulated technical specifications and who submits all the documents as per the quotation document will only be considered. The password of price bid will be sought through email only if the offer meets all the stipulated conditions. The bidder who meets all the technical specifications and submits all required documents satisfactorily and offers the lowest per test rate will be declared as the L1 bidder. The result will be published in KMSCL website after due evaluation by the committee. If more than one eligible bidder offers the same lowest rate, then the order quantity will be split equally.
7. The materials shall be **delivered at KMSCL head office** in Thiruvananthapuram. Delivery period shall be within **10 days** from the date of supply order.
8. **100% payment** against delivery by opening **Inland Letter of Credit** against submission of original invoice in triplicate, stamped receipt from KMSCL and bill of exchange. Part shipment payment is allowed.
9. The successful tender shall execute an agreement for ensuring satisfactory supply of the item and its performance while testing.

10. There will be a performance security deposit amounting to 10% of the supply order value, excluding taxes, which shall be submitted as bank guarantee as per the format of KMSCL. The performance security will be released after satisfactory completion of testing with the rapid cards supplied or after 60 days of supply of the item whichever is earlier.
11. The quantity mentioned is only indicative. The quantity may either increase or decrease as per the actual requirement.
12. In case of authorised dealer / direct importer, manufacturer's authorisation shall be mandatorily submitted.
13. **The price must be quoted per test only**. Price Offered shall be all inclusive and in Indian Rupees. The quoted basic price should be inclusive of all taxes and duties including GST, customs duty, packing, insurance, transportation till the location mentioned in the tender. If GST is not mentioned in the stipulated column of price bid, it will be presumed that the rate offered is inclusive of GST.
14. If the item supplied to user institution is reported to be faulty or defective, then the bidder shall replace the same at free of cost.
15. The rate quoted shall remain valid for 30 days.
16. The other eligible bidders will be given opportunity to match the L1 rate. If the L1 bidder do not have the capacity to supply the order quantity within the stipulated delivery period, Tender Inviting Authority reserves the right to split the order quantity to ensure timely supply. The ratio will be decided by the Tender Inviting Authority.
17. If the successful bidder fails to deliver any or all of the goods within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the item to be supplied per day of delay or part thereof on delayed supply of goods until actual delivery, subject to a maximum of 10% of the supply order value and under any circumstances the delivery will not be accepted after 30 days from the date of supply order.
18. If the successful bidder fails to start the delivery within 5 days, after the stipulated period of delivery period, the supply order will be cancelled and issued to the next lowest bidder at the risk and cost of L1 bidder.
19. The terms and conditions of the quotation document alone will prevail and any other conditions mentioned by the in the documents submitted by the bidders will not considered.

20. The Tender Inviting Authority reserves the right to take any action deemed fit for any kind of tender violation by the bidders.
21. If dispute or difference of any kind shall arise between the Tender Inviting Authority and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
22. If the parties fail to resolve their dispute/difference by such mutual consultation within twenty-one days, then either the purchaser or the supplier shall give notice to the other party to commence arbitration, as per the provisions in Indian Arbitration and Conciliation Act, 1996 or any amendment thereof.
23. In the case of a dispute or difference arising between the Tender Inviting Authority and a bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Dr. Rathan U Kelkar IAS, Special Secretary, Department of Agriculture, Govt. of Kerala whose decision shall be final.
24. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, India.

Sd/-

Thiruvananthapuram,  
21.04.2020

**MANAGING DIRECTOR**  
**Tender Inviting Authority**