

*Issued to M/s.* \_\_\_\_\_

<b>Sl.No:</b>
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**NOT TRANSFERABLE**

**Tender Ref.No: 009/M(P)/HYG-KIT/TNMSC/2022, Dt.01.07.2022**

**TAMILNADU MEDICAL SERVICES CORPORATION LIMITED**

**(A Government of Tamil Nadu Undertaking)**

**No.417, Pantheon Road, Egmore, Chennai – 600 008, Tamilnadu.**

**Website: [www.tnmsc.tn.gov.in](http://www.tnmsc.tn.gov.in)**

**E-mail: [mnggrpurdug.tnmsc@tn.gov.in](mailto:mnggrpurdug.tnmsc@tn.gov.in), [gmdrug.tnmsc@tn.gov.in](mailto:gmdrug.tnmsc@tn.gov.in)**

**TENDER FOR THE SUPPLY OF HYGIENE KIT**

**TO**

**INTEGRATED CHILD DEVELOPMENT SERVICES**

**(ICDS)**

**UNDER RATE CONTRACT SYSTEM FOR ONE**

**YEAR FROM THE DATE OF ACCEPTANCE**

**LAST DATE AND TIME FOR RECEIPT OF TENDER: 15.07.2022 upto 11.00 A.M.**



**TamilNadu Medical Services Corporation Limited  
No.417, Pantheon Road,  
Egmore, Chennai – 600 008.**

Telephones : 044-2819 0259/2819 1890

Email : mngrpurdug.tnmsc@tn.gov.in, gm.tnmsc@tn.gov.in

***TENDER FOR THE SUPPLY OF HYGIENE KIT TO ICDS UNDER  
RATE CONTRACT SYSTEM FOR ONE YEAR FROM THE DATE OF  
ACCEPTANCE***

TENDER REFERENCE	:	009/M(P)/HYG-KIT/ TNMSC/2022, Dt. 01.07.2022
DATE OF COMMENCEMENT OF SALE OF BID DOCUMENT	:	01.07.2022
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	14.07.2022
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	15.07.2022 upto 11.00 A.M.
TIME AND DATE OF OPENING OF TENDER	:	15.07.2022 at 11.30 A.M.
PLACE OF OPENING OF BIDS	:	Office of Managing Director Tamil Nadu Medical Services Corporation Ltd., No.417, Pantheon Road, Egmore, Chennai - 600 008.
ADDRESS FOR COMMUNICATION	:	Tamil Nadu Medical Services Corporation Ltd., No.417, Pantheon Road, Egmore, Chennai - 600 008.
COST OF BID DOCUMENT	:	Rs. 5,725/- (Inclusive of GST)

*Alternatively, the tender document can be downloaded from the websites of [www.tnmsc.tn.gov.in](http://www.tnmsc.tn.gov.in) and [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) on free of cost.*

# **TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED**

## **TENDER FOR THE SUPPLY OF HYGIENE KIT TO ICDS UNDER RATE CONTRACT FOR ONE YEAR FROM THE DATE OF ACCEPTANCE**

Tender Inviting Authority - The General Manager (Drugs), Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai - 600008, (hereinafter referred as Tender Inviting Authority unless the context otherwise requires).

Tender Accepting Authority - Tamilnadu Medical Services Corporation Limited (hereinafter referred as TNMSC Ltd., unless the context otherwise requires)

Tender Inviting Authority invites Tender for the supply of Hygiene Kit to ICDS under rate contract system for one year from the date of Acceptance.

### **1. LAST DATE FOR RECEIPT OF TENDERS**

Sealed Tenders [in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")}]] will be received till 11.00 A.M. on 15.07.2022 by the Tender Inviting Authority, Tamilnadu Medical Services Corporation Limited (TNMSC), No. 417, Pantheon Road, Egmore, Chennai - 600 008, for the supply of Hygiene Kit to ICDS under rate contract system for one year from the date of Acceptance.

2. **ELIGIBILITY CRITERIA**

- (a) Bidder shall either be a manufacturer having valid manufacturing license or direct importers holding valid import license or stockiest / dealers of similar products covered in the Kit **in the last three years i.e. 2018-2019, 2019-2020 and 2020-2021.**
- (b) The Average Annual turnover of the bidder **in the last three years i.e. 2018-2019, 2019-2020 and 2020-2021** shall be a minimum of ***Rs.1.00 Crore.***
3. (a) A complete set of bidding documents may be purchased by any eligible bidder on submission of written application and upon payment of a non-refundable fee Rs.5,725/- (Rupees Five Thousand Seven Hundred and Twenty Five Only) as indicated in the advertisement in the form of Demand draft drawn in favour of Tamilnadu Medical Services Corporation Limited payable at Chennai.
- (b) Alternatively, the tender document can be downloaded from the websites [www.tnmsc.tn.gov.in](http://www.tnmsc.tn.gov.in) and [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) at free cost.
4. Bidding document may be obtained from the above office between **10.00 A.M. to 5.00 P.M.** on all working days either in person or by post.
5. All bids must be accompanied by a **bid security (Earnest Money Deposit)** as specified in the bid document and must be furnished with the bid. **(Refer Clause 12).**

6. Bids will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time in accordance with prevailing Covid-19 spread as deemed fit.
7. (a) At any time prior to the date of submission of bid, TNMSC Ltd., may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the condition/specification in the bidding documents by an amendment. All prospective bidders who have received the bidding document will be intimated of the amendment in writing and that will be binding of them. In order to provide reasonable time to take the amendment into account in preparing their bid, TNMSC Ltd., may at its discretion, extend the date and time for submission of bids.  
  
(b) Any person who has downloaded the tender document shall watch for amendment, if any, in the website of TNMSC Ltd., and TNMSC Ltd., will not issue separate communication to them. **(Refer Clause 3 (b))**.
8. The bid and all correspondence and documents shall be in English language.
9. Interested eligible bidders may obtain further information from the office of the Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai - 600008 on all working days.

**TECHNICAL BID - COVER "A"**

10. The bidder should furnish, along with the bid, the following for the products tendered in a separate cover hereafter called "**Cover A**".

- (a) **Bid security (Earnest Money Deposit) of Rs.50,000 /- (Rupees Fifty Thousand Only)** in the form of Demand Draft favoring the Managing Director, Tamil Nadu Medical Services Corporation Ltd., Chennai payable in Chennai. **(Refer Clause-12).**
- (b) In the case of manufacturer, a duly attested photocopy of License for the products approved by the Licensing authority for each and every product quoted (if applicable). The license must have been renewed upto date and the products quoted shall be clearly highlighted in the license.
- (c) Duly attested photocopy of import license, if applicable, renewed upto date for the imported products quoted.
- (d) Valid License issued by the competent authority to deal for the products covered in the Kit and to operate warehouse facility either of their own or rented from the authorized person (s).
- (e) In case of Distributor / Dealer, letter of Manufacturer's Authorization to be produced **(Annexure-XII).**
- (f) Documentary evidence for the constitution of the firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

- (g) Authorization like power of attorney, resolution of board, for the senior officer of the company who has signed the tender documents and the bid.
- (h) Details of supplies in the last three years i.e. **2018-2019, 2019-2020 and 2020-2021**. (atleast similar products covered in the kits) (i.e., **2018-2019, 2019-2020 and 2020-2021**) along with copies of purchase order (**as per Annexure-III**).
- (i) Annual Turnover Statement **in the last three years i.e. 2018-2019, 2019-2020 and 2020-2021** in the format given in **Annexure-IV** certified by the Auditor.
- (j) Copies of balance Sheet and Profit and Loss Account **in last 3 years with copies of purchase orders i.e., 2018-2019, 2019-2020 and 2020-2021** certified by the Auditor.
- (k) GST returns from **01.01.2021 to 31.03.2021** (as applicable) along with GST registration copy of the tenderer.
- (l) Declaration form in **Annexure-I** for sample testing.
- (m) Declaration form in **Annexure-II** for acceptance of all Tender Condition.

- (n) Details of Business Premises and warehouse in **Annexure-XI**. The details should pertain to the name and address of the premises where the products quoted are actually to be stocked and to be distributed. The dealer / stockiest should also furnish details of the manufacturer of the products covered in the Kit.
- (o) Confirmation for quoting all products covered in the Kit in the price bid format but without indicating the price. Not quoting all products covered in the kit will be a disqualification. **Samples will be accepted as per this list only.** The list should specifically indicate the make/model number, manufacturer and the brand name if any. The samples submitted should confirm to this model/brand name only. The tenderer shall submit with the tender (*Technical Cover "A"*) the *authenticated copy of literature / brochure for each product quoted.*
- (p) Point wise compliance statement of the technical specification of the bidding documents of each product covered in the kit.
- (q) Deviation statement in technical and commercial points, if any in **Annexure-IX**. If there is no deviation 'Nil' statement should be furnished in this format.
- (r) The tender document should be signed by the bidder at all pages with office seal.
- (s) Supply capacity of Kits per year (**Annexure-XI**).



- (t) **Checklist (Annexure-XIII)** for the list of documents enclosed with their page number. The documents shall be serially arranged as per the **Annexure-XIII** and shall be securely tied or bound.
- (u) Affidavit in the prescribed format, duly attested by the notary public **(Annexure-V)** swearing that in the case of its / his bid became successful, the bidder undertakes to supply the similar products that / those has / have approved in the sample testing by the Tender Inviting Authority, failing which the successful bidder is liable to be prosecuted.
11. The above documents should be submitted in a separate Cover super scribed as **"COVER "A" - TENDER FOR SUPPLY OF THE HYGIENE KIT TO ICDS UNDER RATE CONTRACT SYSTEM FOR ONE YEAR FROM THE DATE OF ACCEPTANCE DUE ON 15.07.2022 UPTO 11.00 A.M. AND ADDRESSED TO "THE TENDER INVITING AUTHORITY, TAMILNADU MEDICAL SERVICES CORPORATION LIMITED, NO.417, PANTHEON ROAD, EGMORE, CHENNAI - 600008, TAMILNADU".**

**BID SECURITY (EARNEST MONEY DEPOSIT)**

12. Each bid must be accompanied with a bid security (Earnest Money Deposit) of **Rs.50,000 (Rupees Fifty Thousand Only)** in the form of *Demand Draft / Bankers Cheque only favoring Managing Director, TamilNadu Medical Services Corporation Limited, Chennai*. Bid Security submitted in any other form will not be accepted. Any bid submitted without Bid Security in accordance with this clause will be rejected. The Bid Security of unsuccessful

bidder will be refunded after finalization of the tender. The Bid Security amount will not carry any interest. If the successful bidder fails to execute the agreement and or deposit the performance security (Security Deposit) within the specified time, or withdraws his bid within the validity period of the bid, this bid security amount will be forfeited.

13. Bid should be typewritten and every correction in the bid should invariably be attested with full signature by the bidder with date, failing which the bid will be ineligible for further consideration. Corrections done with correction fluid should also be duly attested.

**PRICE BID – COVER “B”**

14. The tenderer shall duly fill up the **Annexure-XIV (Hard copy)** for Hygiene Kit and their rate should be submitted in a separate sealed cover super scribed as **“COVER “B” – TENDER FOR THE SUPPLY OF HYGIENE KIT TO ICDS UNDER RATE CONTRACT SYSTEM FOR ONE YEAR FROM THE DATE OF ACCEPTANCE DUE ON 15.07.2022 UPTO 11.00 A.M.**

- (a) The rate quoted per Kit in **Annexure-XIV** shall be inclusive of freight, insurance, customs duty (if applicable) etc., and exclusive of GST.
- (b) The rate per kit (landed price) will be the criteria for determining the L1 rate.

- (c) The rate quoted in column 9 of **Annexure-XIV** should be for the unit and specification given. The tenderer is strictly prohibited to change/alter specification or unit size given in the **Annexure-XIV**.
- (d) The tenderer is required to furnish the product wise break up details of landed price in **Annexure-XIV**.
- (e) For Imported Products, the Tender Inviting Authority or his authorized agent will arrange to get the customs duty exemption certificate or certificate for availing concessional customs duty as per applicable customs duty notification in force from the Govt. Authorities. Hence the tenderer should not include, in their bid, custom duty payable on the goods. However the tenderer should indicate separately the customs duty payable on the goods to be supplied in the column provided in the price bid. If no specific indication is made by the bidder in their bid, then it will be considered that no customs duty is applicable and any claim at a later date on this will not be entertained.
- (f) In the case of manufacturer,
  - (i) The bidder shall necessarily quote the excise applicable and when the product is excisable.
  - (ii) The bidder shall specifically mention "**EXEMPTED**" when the product is excisable but exempted for time being based on the

turn over or for any other grounds by the notification issued by the Government of India **(Also refer clause 18 (a) & (b) & (c)).**

- (iii) The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender.
- (iv) The bidder who has quoted excise "**NIL**" in **Annexure-XIV** and the product is excisable, on Acceptance of the Tender, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
- (v) Each page of the price bid should be duly signed by the bidder with office seal.
- (vi) "Cover-B" should also be addressed to the **Tender Inviting Authority, Tamil Nadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai - 600 008.**

#### **PRICES AND OTHER CONDITIONS**

- 15. The specification of the required goods is shown in **Annexure-X**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination and the distribution.

16. The tender is for the Kit by description. The bidder should quote the rates for the products described as per the specifications only and not in the trade/brand name. Any omission in this regard may result in rejection of the tender.
17. Rates should be quoted for each products inclusive of transportation, insurance, any incidental charges, customs duty (if applicable) but exclusive of GST, on door delivery basis according to the unit asked for, No bid conditions like “AT CURRENT MARKET RATES” shall be accepted and no bid in which the rate is quoted for a unit other than the one asked for shall be considered. No handling, clearing or transport charges etc. will be paid. The deliveries should be made as stipulated in the supply order placed with successful bidder.
18. (a) If at any time during the period of contract, the price of tendered products is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the Managing Director, Tamil Nadu Medical Services Corporation Limited, Chennai immediately about such reduction in the contracted prices. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- (b) **In case of any enhancement in Custom duty or levying of Custom duty afresh due to statutory Act of the Government after the date of submission of tenders and during the tender period, additional or fresh**

**custom duty so levied will be allowed to be charged extra as separate product without any change in price structure approved under this tender.**

For claiming enhancement of the additional duty on account of the increase in custom duty, the bidder should produce.

(i) A certificate from the Excise authority concerned certifying that the product supplied falls under particular tariff and the rate of excise duty charged.

(ii) Invoices drawn as per Excise rules for the product supplied shall be produced.

(c) In case of successful bidder has been enjoying customs duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the currency of contract, when the excise duty is chargeable on goods manufactured

19. Each bid must contain not only the unit rate but also the total value of each product quoted for supply in the respective columns.

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

21. The rates quoted and accepted will be binding on the bidder for the stipulated period and on no account any increase in the price will be entertained till the completion of this tender period.

No bidder will be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. The representation of the bidder that clerical error, typographical error etc. has been committed in the bid and request for revision shall not be considered after opening the bid. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the bids of those who have given such conditions shall be treated as incomplete and such bids, shall be summarily rejected.

#### **SAMPLES FOR EVALUATION**

22. The bidder shall furnish 5 Sets of samples of the Kit quoted at free of cost. The products submitted as samples should be of the same specifications for which the rate has been quoted. Any deviation will result in rejection of the sample.

#### **The supplies should conform to the approved samples.**

- (a) The type and nature of test is the prerogative of the Tender Inviting Authority.
- (b) **Only samples complying the description in the tender should be submitted and the rate quoted as per clause 14 shall be for the sample furnished.**

- (c) The samples submitted should be tagged individually with a label in the format given below. The particulars on the tag should be furnished in indelible ink fastened to the sample. In case of sterile products the label should be fastened in a manner such that sterility will not be lost.

HYGIENE KIT TO ICDS	
Name of the Tenderer	:
Name of the Kit	:
Make / Brand Name/ Model No.:	
No. of Samples submitted	:

- (d) **The bidder should submit, along with the samples,** the list of sample products in the given format in **Annexure-VI** duly signed in triplicate. Any sample in deviation of the description will not be accepted. **Bids without samples shall be rejected summarily without any consideration.**

### **INSPECTION**

23. The Tender Inviting Authority and his authorized representative(s) have the right to inspect the factories/Premises of the tenderer who have quoted for this tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also have the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.



## **PERIOD OF VALIDITY OF BIDS**

24. Bids shall remain valid for 120 days after the date of opening of Technical Bid (Cover "A") prescribed. A bid valid for a shorter period will be rejected as non-responsive. TNMSC Ltd., may solicit the bidder's consent for an extension of the period of validity. A bidder may refuse the request without forfeiting their bid security.

## **SUBMISSION OF TENDER**

25. The Technical Bid (Cover "A") and the Price Bid (Cover "B") should be separately sealed and both these covers shall be kept in a sealed Cover. The sealed bids should reach the TENDER INVITING AUTHORITY, TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED, NO.417, PANTHEON ROAD, EGMORE, CHENNAI - 600008 on or before the date and time specified.

## **26. OPENING OF TENDER AND EVALUATION**

- (a) Technical Bids (Cover "A") will be opened at the Office of the Tender Inviting Authority on the date and time specified in the presence of the Bidders who choose to present subject to various conditions and rules.
- (b) Price Bids (*Cover -"B"*) of the bidders who meets the eligibility criteria, evaluated on the basis of the details furnished by the bidders in Technical Bid (*Cover -"A"*) and whose sample passes in the evaluation will alone be opened and the date and time of opening of Cover-"B" will be intimated to these eligible / short listed bidders.

## **27. ACCEPTANCE OF THE TENDER**

1. The Tender Inviting Authority shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
2. At the time the contract is awarded, the Tender inviting authority reserves the right to increase or decrease the quantity indicated in the tender document.
3. Prior to the expiration of the period of bid validity, the Tender inviting authority shall notify the successful Bidder, in writing, that its Bid has been accepted.
4. Until a formal Contract is executed, the notification of award shall constitute a binding Contract.
5. Failure of the successful Bidder to furnish the Performance Security (Refer Clause 29(i) or sign the Contract, sufficient grounds for the annulment of the award and forfeiture of the Bid Security and liable to be blacklisted for the period of 2 years. In that event Tender inviting authority may award the Contract to the next lowest evaluated Bidder, whose offer is substantially response and is determined by the Purchaser to be qualified to perform the contract satisfactorily.

## **AGREEMENT**

28. The bidder, whose bid is accepted, shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder) with the Tender Inviting Authority / assignee, as deemed fit, within seven days from the date of receipt of the purchase orders (As per form attached in **Annexure-VII**).

## **PERFORMANCE SECURITY (SECURITY DEPOSIT)**

29. (i) The Successful bidder within 7 days after receipt of purchase order shall be required to pay 5% of the total value of the contract for the tentative quantity as performance security (Security Deposit) in a form of Demand Draft or *irrevocable Bank Guarantee* in favor of Tamilnadu Medical Services Corporation Limited. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of 2 years from the date of communication of the acceptance letter from the Tender inviting Authority. The format of Bank Guarantee is at **Annexure-VIII**. Failure to execute agreement and deposit the performance security will attract cancelation of the contract besides other penal action like Blacklisting. This performance security amount will be refunded after satisfactory completion of warranty period. The performance security amount will not carry any interest.
- (ii) In addition to other penal action if the supplier fails to supply the goods and perform the service as per contract leading to termination of

the contract, the performance security amount will be forfeited, and the bidder will be blacklisted for a period of 2 years.

- (iii) If the Tenderer withdraw the tender after opening of Technical Bid (Cover A) and such tenderer became responsive and eligible for Acceptance of the Tender, the tenderer shall be blacklisted for the period of 2 years.

### **DELIVERY CONDITION**

- 30. The products shall be supplied only on valid purchase order signed by the Tender Inviting Authority or by an officer authorized by him in-writing to do so.
- 31. The Purchase order shall be placed by the Tender Inviting Authority or by any Department / Institution authorized by *bidder* during the contract period based on the actual requirement. The delivery shall be made directly to the Govt. Institution/Warehouse of TNMSC Ltd., unless otherwise specified in the order. The purchase order is deemed to have been received by the tenderer on expiry of 2 days from the date on which it was dispatched by the office of the Tender Inviting Authority.
- 32. The delivery shall be made as per the schedules stipulated in the purchase order.

### **PACKING**

33. The ordered products shall be supplied in the packing as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transmit and exposure to extreme temperature and open storage.

### **PAYMENT PROVISIONS**

34. No advance payments will be made for the orders placed.
35. 100% Payment will be made after receipt of products in good condition at the destination as mentioned in the purchase orders and passing the samples in quality testing at the full discretion of the purchaser.
36. If any of the articles which the supplier has failed to supply is not available in the local market or if it is not possible for the Tender Inviting Authority to purchase it in time, it will be open to Institutions / Department, or to any persons authorized by Institutions / Department, to purchase a substitute for the said product and to recover from the bidder the difference, if any between the price of the substituted articles and the price payable under this contract.
37. The opinion of the Tender Inviting Authority is final and binding on the bidder as to the availability of the articles in the local market or where it is not possible to purchase the product in time and as to the nature and quality of the substitute.

### **LIQUIDATED DAMAGES**

38. (a) Subject to force majeure conditions for delay in delivery Liquidated damages at 0.5% per week or part thereof of the value of undelivered portion of the order will be livable . Any delay beyond 4 weeks will attract cancelation of the contract with alternate purchase at the full risk and cost of the suppliers besides other penal action like Blacklisting.

(b) The Tender Inviting Authority is entitled to accept the goods even after expiry of delivery period but it does not create any rights on the bidder to demand the Tender Inviting Authority to accept the goods delivered beyond the delivery period.

39. Non-performance of contract provisions will disqualify the successful tender to participate any tenders to be floated by TNMSC Ltd., for the next *two years*.

### **WARRANTY**

40. The tenderers shall supply goods under this tender new, unused and shall have no defect arising from material, workman ship or from any act of omission of the tenderer that may develop under normal use of the supplied goods and shall provide warranty for a period of *one year* for non-consumables products / cosmetics products.

## **QUALITY TESTING**

41. Samples of supplies, if necessary in each batch will be chosen at the point of supply or distribution / storage points for testing/clinical evaluation. The samples will be sent to different experts/ laboratories/medical institutions for testing as decided by the Tender Inviting Authority.
42. In the case of suppliers for which samples are chosen for testing, the supplies will be deemed to be completed only upon receipt of the quality certificates from the experts/laboratory/institutions. Samples which do not meet quality requirements shall render the relevant goods liable to be rejected. If the samples do not conform to statutory standards/literature/brochure, the bidder will be liable for relevant action under the existing laws and the entire product supplied should be taken back by the supplier within a period of 15 days of the receipt of the letter from the Tender Inviting Authority. The supplied product shall be taken back at the expense of the supplier.  
  
The Tender Inviting Authority has the right to destroy such substandard goods if the supplier does not take back the goods within the stipulated time. The supplier for the product shall be blacklisted and no further supplies accepted from him till he is legally cleared. The supplier shall also not be eligible to participate in TNMSC Ltd., tenders for supply of such product for a period of five subsequent years.
43. The decision of the Tender Inviting Authority or any Officer authorized by him, as to the quality of the supplied products shall be final and binding.

### **FORCE MAJEURE**

44. Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may includes but are not limited to, acts of the purchaser's sovereign, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

### **SAVING CLAUSE**

45. No suit, prosecution or any legal proceedings shall lie against TNMSC Ltd., or any person for anything that is done in good faith or intended to be done in pursuance of tender.
46. **In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Chennai only and official communicating language shall be Tamil (or) English, even if any dispute is raised in any other fora.**



**DECLARATION**

I / We declare that the sample can be subjected to any (or all) types of evaluations  
/ Laboratory tests, as is deemed fit by the Committee of Experts of TNMSC Limited.

Signature

Name in Capital

Seal

Attested by Notary Public.

**DECLARATION FORM**

**Bid Reference: 009/M(P)/HYG-KIT/TNMSC/2022, Dated. 01.07.2022**

I / We\_\_\_\_\_have our  
\_\_\_\_\_ Office at  
\_\_\_\_\_ do declare that I/We have carefully read all the conditions of  
the bid documents and hereby agree to all the conditions and to supply to the goods as  
per scheduled delivery period of the purchase orders and abide by all the conditions set  
forth therein, for the supply during the contract period.

Signature :

Date :

Name of the  
firm and address :

**ATTESTED BY NOTARY PUBLIC**

**Proforma for Performance Statement**

**(in last 3 years i.e., 2018-2019, 2019-2020 and 2020-2021)**

Name of firm : \_\_\_\_\_

Name of the product	Year	No. of batches manufactured and supplied.	Batch No.	Name and full address of the purchaser
1	2	3	4	5

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Signature and seal of the Bidder\_\_\_\_\_

**Annual Turn over Statement.**

The Annual Turnover of M/.s\_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1.	2018 - 2019	-
2.	2019 - 2020	-
3.	2020 - 2021	-

Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Date:  
Accountant

Signature of Auditor/  
Chartered

Seal.

(Name in capital)

**ANNEXURE - V**  
**Ref. Clause – 10 (u)**

- 1) I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, Proprietor /Partner\* /Managing Director\* of M/s. \_\_\_\_\_ (Name and address of the tenderer) do hereby solemnly affirm and sincerely state as follows:-
- 2) The tenderer has submitted the tender for the supply of Hygiene Kit to ICDS under rate contract system for one year from the date of acceptance.
- 3) I state that the tenderer, if awarded contract, undertake to supply the item and equipment and appliances for which the sample/s has/have been approved by the tender inviting authority and there will not be any deviation in supply of the instruments, equipment and appliances etc., for which sample/s has/ have been approved by tender inviting authority.
- 4) I undertake that in the case of supply of the item of equipment or appliances deviating from the sample approved by tender inviting authority and the literature submitted by the tenderer, the tender inviting authority is at liberty to prosecute for breach of trust or for any other offence which warrants prosecution.

Solemnly affirmed at \_\_\_\_\_ this  
the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ and  
ME  
signed in my presence.

BEFORE

Notary public

\* All partners shall furnish affidavit.

\* Managing Director shall be authorized by the company by resolution and he shall swear for the company and for himself.

**PROFORMA FOR SUBMISSION OF SAMPLES OF HYGIENE KIT TO ICDS**

Name of the Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sl. No.	Item Code as per Tender Document	Name of the Item as per Tender Document	Model / Brand Name quoted by the bidder	Catalog number of the items quoted	Quantity of sample submitted

**AGREEMENT**

THIS AGREEMENT made the..... day of ....., 20 Between  
Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore,  
Chennai – 600 008. (Name of purchaser) of ..... (Country of Purchaser) (here in  
after "the Purchaser") of the one part and ..... (Name of Supplier) of  
..... (City and Country of Supplier) (here in after called "the Supplier") of  
the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services  
viz;. Supply of Hygiene Kit to TNMSC Ltd., under rate contract system for one year  
from date of acceptance in the tender Reference No.009/M(P)/HYG-KIT/TNMSC/2022,  
**Dated.01.07.2022** (Brief Description of Goods and Services) and has accepted a bid by  
the Supplier for the supply of those goods and services for the sum of  
.....(Contract Price in Words and Figures) (hereinafter called "the  
Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in the Conditions of Contract referred to, and they  
shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed  
as part of this Agreement, viz.:

- (a) The Letter of Acceptance issued by the purchaser.
- (b) The Notice Inviting Tender
- (c) The supplier's bid including enclosures, annexures, etc.
- (d) The Terms and Conditions of the Contract

- (e) The Schedule of Requirement
- (f) The Technical Specification
- (g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

Sl. No	Drug Code	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	GST %	Total value inclusive of GST
Total contract value						

\* Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.

### **DELIVERY SCHEDULE**

As per Purchase Order



IN WITNESS where of the parties here to have caused this Agreement to be executed  
in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For the Purchaser)

in the presence of .....

Signature

Name

Address

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of .....

Signature

Name

Address

**PERFORMANCE SECURITY BANK GUARANTEE**

(unconditional)

**To : Tamilnadu Medical Services Corporation Limited (Name of Purchaser)**  
**No. 417, Pantheon Road,**  
**Egmore, Chennai – 600 008.**

**WHEREAS** ..... (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Tender **No.009/M(P)/HYG-KIT/TNMSC/2022, Dated.01.07.2022** to supply of Hygiene Kit to ICDS for one year from the date of acceptance under rate contract. (Description of Goods and Services) hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of .....  
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .....  
(Amount of the Guarantee in Words and Figures) as aforesaid,

without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

.....

.....

.....

Date ..... 20 .....

Address .....

.....

.....

**TECHNICAL AND COMMERCIAL POINTS COMPLIANCE**

Sl.	Product Description	Technical / Commercial Points Compliance
1	Terry Towel 18" X 12"	
2	Standard Baby Nail Clipper	
3	Standard Plastic Comb - Size 7"	
4	Soap – Antiseptic Soap of 75 Grams	

**Signature / Name / designation of the authorized signatory :**

**ANNEXURE - X**  
**Ref. Clause - 15**

**List of Hygiene Kit to TNMSC for one year from the date of award of contract**

<b>Sl. No.</b>	<b>Product Code</b>	<b>Name of the Product/ Specification</b>	<b>Tender Qty</b>
1	RC120	Hygiene Kit - ICDS 2020	1,09,000 Kits

**TECHNICAL SPECIFICATION OF KIT**

<b>Sl.</b>	<b>Product Description</b>	<b>Specification</b>	<b>Total Quantity Per Kit</b>
1	Hand Towel	18" X 12" Terry Towel Preferable Colour : Pink / Blue / Green	5 Nos
2	Standard Baby Nail Clipper	Stainless Steel Standard Baby Nail Clipper	1 No
3	Comb	Standard Plastic Comb of Size 7"	2 Nos
4	Soap	Any Antiseptic Soap of 75 Grams	10 Nos

**DETAILS OF BUSINESS AND WAREHOUSE**

Name of the Tenderer and :  
office Address

Business Premises Address :

Warehouse Address :

Contact Person and Designation :

Contact Person Mobile Number :

PAN Number :

GST Number :

Phone Nos. :

Fax :

E-Mail :

Licence No. & Date :

Issued by :

Valid up to :

Details of Installed Production Capacity  
(Per Year) :

**Signature of Authorized Person and Seal**

## **THE DETAILS OF BUSINESS PREMISES AND WAREHOUSE**

### **Person In-charge of Business and Warehouse**

Name :

Phone No. :

Mobile No. :

Nearest Land mark of Premises :

### **Layout**

Km from Airport :

Name of the Airport and City :

Km from Railway Station :

Name of the Railway station  
and city :

Km from Bus Stand :

Name of the Bus Stand  
and City :

**Name & designation of the authorized signatory**

**Manufacturer's Authorization Form**

No. \_\_\_\_\_ Dated. \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Tender Ref.No: 009/M(P)/HYG-KIT/TNMSC/2022, Dt.01.07.2022**

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ Registered office at \_\_\_\_\_ possessing Manufacturing Licence No. \_\_\_\_\_, dated. \_\_\_\_\_, Valid Upto \_\_\_\_\_ (Copy enclosed) do hereby authorize M/s. \_\_\_\_\_ (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above mentioned tender.

No company or Firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm

Yours faithfully

(Name)  
for and on behalf of  
M/s. \_\_\_\_\_  
(Name of Manufacturers)

**Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.**



**ANNEXURE - XIII**  
**Ref. Clause 10 (t)**

**CHECK LIST**

Sl.	Description	Page No.	Yes	No
1.	Checklist – Annexure-XIII	1	✓	
2.	Earnest Money Deposit			
3.	Duly attested photocopy of License for the products duly approved by the Licensing authority for each and every product quoted (if Applicable).			
4.	Duly attested photocopy of Import License, Along with whole sale Drug license (if Applicable).			
5.	Annual Turnover Statement for 3 Years (Annexure-IV).			
6.	Copies of Balance Sheet and Profit Loss Account for Last 3 years.			
7.	GST returns from <b>01.01.2021 to 31.03.2021</b> (as applicable) along with GST registration copy of the tenderer.			
8.	Declaration of Sample (Annexure-I).			
9.	Declaration for acceptance of tender conditions (Annexure-II).			
10.	Notarized Under taking form for Supply as per Specification (Annexure-V)			

Sl.	Description	Page No.	Yes	No
11.	Details of Business and Warehouse Annexure-XI.			
12.	Proforma for Performance Statement (Annexure-III).			
13.	Technical and Commercial Points Compliance (Annexure-IX)			
14.	Authorization letter from Manufacturer for participation in the tender (For Distributors / Stockiest only) (Annexure-XII)			
15.	The Tender document signed by the tenderer in all pages with office seal.			
16.	Signed and Sealed copy of the Corrigendum issued for the tender conditions (Issued If Any)			

**TAMILNADU MEDICAL SERVICES CORPORATION LTD., CHENNAI - 600 008**

**TENDER FOR THE SUPPLY OF HYGIENE KIT TO ICDS FOR ONE YEAR FROM THE DATE OF ACCEPTANCE UNDER RATE CONTRACT**

**Break up of Landed price per unit**

**Annexure-XIV  
Ref. Clause 14**

Sl. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (%) Only	CGST (%) Only	IGST (%) Only	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	RC120	Hygiene Kit - ICDS 2020	Kits											A

**Split-up Details for Kit**

Sl. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (%) Only	CGST (%) Only	IGST (%) Only	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	A	Hand Towel - 5 Nos	No											A
2	B	Standard Baby Nail Clipper - 1 No	No											A

**Note: The firms shall indicate the break up prices at Column 5 to 8 and 9, 10 separately and wording like “Included” shall not be substituted for the same.**

**Signature of the Authorized Signatory : \_\_\_\_\_**  
**Name of the Firm / Company : \_\_\_\_\_**  
**Manufacturing Premises Located at (State) : \_\_\_\_\_**

**TAMILNADU MEDICAL SERVICES CORPORATION LTD., CHENNAI - 600 008**

**TENDER FOR THE SUPPLY OF HYGIENE KIT TO ICDS FOR ONE YEAR FROM THE DATE OF ACCEPTANCE UNDER RATE CONTRACT**

**Break up of Landed price per unit**

**Annexure-XIV  
Ref. Clause 14**

Sl. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (% Only)	CGST (% Only)	IGST (% Only)	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
3	C	Comb - 2 Nos	No											A
4	D	Soap - 10 Nos	No											A

**Note: The firms shall indicate the break up prices at Column 5 to 8 and 9, 10 separately and wording like “Included” shall not be substituted for the same.**

**Signature of the Authorized Signatory** : \_\_\_\_\_  
**Name of the Firm / Company** : \_\_\_\_\_  
**Manufacturing Premises Located at (State)** : \_\_\_\_\_