

## **NOTICE INVITING TENDER**

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- 1.1 Tenders are invited by The Pharmaceutical Corporation (I.M) Kerala Ltd.(Oushadhi), Kuttanellur P.O, Thrissur -680014 from competent contractors for supply, installation, testing and commissioning of supply, installation, testing and commissioning of **Micro Pulverizer**. The schedule of quantities, tender drawings, specifications and commercial conditions of the contract are appended.

### **1.2 Eligibility Criteria**

- 1) The bidder should have supplied at least one similar equipment of value not less than 80% of the PAC in single contract during the last three financial year as Prime Contractor (Satisfactory completion certificate from the client, Work order for the work done shall be submitted along with the application for issue of tender document. The original certificate shall be shown on request by Oushadhi.
- 2) The bidder should have a GST & PAN registration.  
(The Attested Proof of the above shall be submitted in designated covers)
- 3) Annual turnover of the tenderer shall be more than 150% of the PAC during any one of the three preceding years ( Audited balance sheet, profit and loss account of the last 3 financial years shall be submitted in the designated cover)

### **1.3**

01. After the opening, the tenders will be evaluated by us to verify its substantial responsiveness to the tender conditions, technical specifications, etc. and the prices of the bidders who meet the minimum qualification criteria and other conditions will be compared. In case of any discrepancy between rate and amount, rate will prevail and between figures and words, words will govern.
02. Prior to the expiry of the period of validity of the tender, the Client will notify the successful tenderer in writing that his tender has been accepted. This letter (herein after referred as 'Letter of Acceptance') shall name the sum which the Client will pay to the Contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the Contractor as specified by the contract (hereinafter called the 'Contract Price'). This letter of acceptance will constitute the formation of a contract.
03. Within 15 days of request of the intimation, the tenderer shall make a Security deposit as given in this notice and furnish the same for the proper fulfillment of the contract and execute an agreement for the work in required non-judicial stamp paper in the format given as "Contract Form".
04. If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to the Client and the work may be awarded to the next lowest evaluated bidder at the discretion of oushadhi or the matter otherwise

disposed off. If oushadhi suffers any loss as a result of the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, the same will be recovered from the tenderer by deducting from any amount due to him from other works or by revenue recovery or by suitable course of action including legal proceedings.

- 1.4 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.
- 1.5 In case of item rate tender, only the rate quoted shall be considered. In event no rate has been quoted for any item(s) leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. The bidder should quote each and every items. The rate thus quoted will deemed to include the cost of all materials, labour, hire charges for all machinery's, cost of fuel, power, all leads and lifts, taxes, levies, royalties all over heads contingencies, profits, etc. and the quoted price is all inclusive. The total contract price shall also be worked out and entered in.
- 1.6 If the tender is made by an individual, it shall be signed with his full name and his complete address shall be given. If it is made by a partnership firm, it shall be signed by a partner of the firm who shall sign with his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' authorising him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender .

If the tenderer is a Company, the authority of the signatory to sign on behalf of the Company and the Memorandum and Articles of Association shall be submitted.

#### **1.6 EARNEST MONEY DEPOSTI(EMD)**

The EMD of **1%** shall be remitted by DD/Cash in favour of Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd, payable at Thrissur.

EMD of the successful tenderer will be refunded after remittance of the Security deposit and execution of the agreement.

04. EMD deposited with oushadhi will be forfeited,
  - i) if a bidder withdraws or modifies his bid during the period of validity specified
  - ii) if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

#### **1.7 PERFORMANCE SECURITY DEPOSIT**

01. Within 15 days of issue of letter of acceptance, the Contractor should submit **5%** of the Contact Value as Security Deposit in the form of DD or Cash in favour of Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd, payable at Thrissur.

02. Security deposit can be released against bank guarantee after the release of final bill. This Bank Guarantee has to be valid up to the end of defect liability period and shall be in the Performa attached.

## **1.8 REFUND OF PERFORMANCE SECURITY GUARANTEE / SECURITY DEPOSIT**

On completion of Defects Liability Period, the Engineer-in-Charge shall recommend on demand from the Contractor to refund to him the security deposit and the same will be refunded by the Accepting Authority provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.

All the deposits of EMD AND SECURITY DEPOSIT will not bear any interest whatsoever.

Income tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.

The contractor is the employer of all the worker's engaged for this work and should therefore take all required registrations and pay premium correctly to ESI, PF and labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

All statutory deductions including works contract tax at the rates applicable shall be made from the amount eligible to the Contractor in each part bill at current rates. Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill or from any amount due to the Contractor.

### **1.8 Period of Validity**

The tender shall remain valid for acceptance for a period of 3 months from the date of submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Client has the liberty to forfeit the said Earnest Money Deposit.

### **1.9 Quantum of Work**

01. A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Client / Consultants do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable for alteration by deletions, deductions or additions at the discretion of Oushadhi without affecting the terms of the contract (Say maximum variations).
02. We reserves the right to increase or decrease the quantum of work at site without assigning any reason. The Contractor shall carryout the works at the rates accepted.
03. Variations in the quantities put to tender will not be the basis for any claim or disputes.

The rates agreed by the Contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The Contractor shall carry out all works as directed by us at the same agreed rates.

### **1.10 ALL INCLUSIVE RATES**

The quoted rate of Contractor must be firm and shall be inclusive of cost of transportation of material to the site and all applicable taxes and duties of State Government as well as Central Government excluding GST.

The rates quoted by the Contractor shall be firm throughout the Contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Taxes, duties etc., shall not be entertained in any case whatsoever once the tenders are opened.

### **1.11 Interpreting Specifications**

01. In interpreting the specifications, the following order of decreasing importance shall be followed:
  - a) Specification mentioned in Schedule of Quantities,
  - b) Special Conditions of Contract,
  - c) Technical Specifications,
  - d) Drawings.
02. Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the "OUSHADHI" shall be final.
- 1.12. No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the Contractors, Contract form, Conditions of the contract, Drawings and Specifications, and if any such alterations are made or any conditions attached, the tender is liable to be rejected. Such alterations shall not be taken as a right of the contractor, if such alterations are gone unnoticed during the evaluation or scrutiny.
- 1.13. The acceptance of a tender rests with the Oushadhi who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever. The MD of Oushadhi reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.
- 1.14. The work shall be carried out under the direction and supervision of Oushadhi. On acceptance of the tender, the Contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
- 1.15. The Oushadhi's decision with regard to the quality of the material and workmanship will be final and binding, any material or work, rejected on account of quality/workmanship shall be immediately removed by the Contractor and replaced by materials as per specifications and standards.

**1.16. SUB-LETING**

No part of the contract shall be sublet without the written permission of OUSHADHI nor shall transfers be made by the Power of Attorney authorising others to carryout the work or receive payment on behalf of the tenderer.

**1.17 Defects Liability Period/Guarantee Period**

Any defect developed within 'Defect Liability Period' of Twelve months from the date of virtual completion as certified by Oushadhi have to be rectified by the Contractor at his own cost within the time allowed by oushadhi and in case the defects are not rectified by the Contractor, oushadhi shall get the work done at the risk and cost of the Contractor. Oushadhi shall recover all expenses incurred in this regard from any amount due to the Contractor.

**1.18 Delays in Commencement**

The Contractor shall not be entitled to any compensation and/or damages for any loss suffered by him on account of delays in commencing, whatever the cause for such delays may be. Similarly the Contractor shall not be entitled to claim any amount oushadhi for delays in completion of work (operating maximum limit).

**1.19 Liquidated Damages**

1% per week of delay . Maximum 10% of total contract value.

**1.20** This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

### **SUMMARY OF NOTICE INVITING TENDER**

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| 1. Defects liability period     | Twelve months from the date of Completion                  |
| 2. Period of completion of work | 12 weeks from the date of receipt of work order            |
| 3. Earnest money deposit        | 1%   |
| 4. Tender Submission Fees       | 0.2% + GST 12%   |
| 5. Firm period of tender        | Two months from the date of opening of Tender              |
| 6. Escalation                   | No Escalation  |
| 7. Liquidated damages           | 1% per week of delay. Maximum 10% of total contract value. |

Managing Director,  
The Pharmaceutical Corporation (I.M) Kerala Ltd.,  
Kuttanellur.P.O,  
Thrissur – 680 014.