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The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd.

Kuttanellur P. O., Thrissur - 680 014

(A Govt. of Kerala Undertaking)



TENDER CONDITIONS

**CONTAINING GENERAL CONDITIONS AND
SCHEDULE FOR THE SUPPLY OF
CONTAINER, PACKING MATERIALS**

FORM OF TENDER

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specification and schedule or any portion thereof, as may be decided by the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur against each item. The articles will be delivered within the time and at the places specified in the schedule.

I/We am/are remitting/have separately remitted the required amount of Rs..... as earnest money.

Yours faithfully,
Signature

Address

.....

.....

.....

Date

The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur - 680 014

Conditions of Tender for the Supply of Containers & Packing Materials Stores, Sundry Articles & Printing Works for the Pharmaceutical Corporation (Indian Medicines) Kerala Limited, For the year 2018 - 19

Notice is hereby given that sealed tenders in duplicate will be received upto 4 p.m. on 15-02-2018 by the Managing Director, The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur for the supply of the articles as described in the schedule of articles from 1st April 2018 or later date of 31st March 2019.

1. The tenderers should address their tenders to the Managing Director of the Corporation in a sealed cover.
2. Tenders will be opened by the Managing Director as per the schedule in the presence of such of the tenderers or their authorised representatives who may be present at the time.
3. The articles required are detailed in the classified schedules annexed and information as to samples, etc. may be had on personal application at the institution. In case of doubt the description of the articles shall be those given in the approved Pharmacopoeia or the Food Adulteration Act.
4. The number and quantity entered in the Schedule is the probable number and quantity which the Corporation requires to be supplied and it may be more or less according to actual requirement. Notwithstanding the estimate of probable quantities / numbers Managing Director has the right to order either excess quantity / number limited to 20% of the tendered quantity of any articles mentioned in the schedule depending upon requirement or not to order any quantity / number of any article at all.
5. Tenders should be submitted in the prescribed forms which can be had on application from the Corporation on remittance of necessary amount fixed by the Managing Director. The amount should be remitted into the Corporation. Tender form and conditions can also be downloaded from the website - www.oushadhi.org and in such cases cost of tender form mentioned should be submitted by DD along with the tender. Tenders received contrary to the above direction are liable to be rejected.
6. Rates should be quoted for each article given in the attached schedule, No tenderer can quote more than one rate for one item. Only one sample should be produced for a single item. No tender for the supply of articles marked at current market rates will be accepted, The contract rates should include charge for delivery of articles at the institution at Kuttanellur Factory or as per direction of the Managing Director.
7. Each tender must contain the rate for the item offered for supply, total quantity of the item offered for supply and the total value of each item offered for supply and all these should be entered in the separate column provided for the purpose. The aggregate value of the tender should also be indicated separately. The rates and quantity quoted in the tender should also be expressed in words in the column provided for the purpose. Tenders submitted quoting less than 50% of the quantity mentioned in the schedule of items to be supplied will not be considered with respect to that item.
8. Every correction in the tender should invariably be signed by the tenderer, failing which the tender will be rejected.
9. No tenderer shall be allowed at any time and on any ground whatsoever to take any

claim for revision or modification of the rates quoted by him. He should clearly understand that the rates quoted by him include payment of any duties payable to Corporation at the time of tender or any enhancement there of or which may there after be levied on all or any of the article tendered for.

The corporation will issue necessary declaration in forms C under the prevailing Sales Tax Laws, Such deduction as may be prescribed to the IT Rules will be made from the claims of the tenderers.

10. Each tender must be accompanied by an Earnest Money Deposit equal to 1% of the total aggregate value of the articles offered. In case the 1% of the total aggregate value of the items offered for supply falls below Rs.500/- then Rs.500/- has to be deposited as EMD. Earnest money should be remitted by cash or DD payable at Thrissur and the remittance chalan or DD as the case may be should be sent with the tender. In case the tender is not accompanied by EMD or the earnest money is not furnished in the mode mentioned above the tender shall be liable to be rejected summarily.
11. Request for treating security deposit in previous contract or payments under previous contract or otherwise as EMD will not be entertained or considered.
12. Tenders should be superscribed in the manner mentioned in Clause - 1 above and on the cover the words 'Tender for supply of Containers, Packing Materials, stores and sundry articles and printing' as the case may be written.
13. Managing Director is competent to draw samples of any articles supplied by the contractors and the contractor is bound to supply the same free of cost during the period of contract. Such samples will be subjected to analysis by the Managing Director and taken on the basis of the analytical report regarding the quality of the articles which shall be final and binding on the contractor. The Contractors should distinctly understand that their supplies should conform to the specification given in the approved Pharmacopoeia & Samples.
(a) The quality etc. of articles supplied to the Corporation will be examined by the person/ committee authorised in this behalf by the Managing Director and their finding shall be final as to the acceptance or rejection as the case may be.
14. If the total tendered value exceeds Rs.5 lakhs, the tender must be accompanied by a solvency certificate issued by any scheduled Bank or by the Tahsildar of the Taluk where the tenderer reside. The Certificate should certify the extent of solvency of the tenderer.

14 (a) In case where the value of the contract, i.e., the probable cost exceeds Rs. 1000/- every tenderer should produce an Income Tax clearance certificate in the prescribed form. The certificate should be produced within one month from the date of submission of tenders or within such time as the Managing Director may in his discretion allow.

14 (b) In case where the value of the Contract i.e the probable cost exceeds Rs.1000/- every tenderer should produce Tax Clearance Certificate issued by the commercial tax department. The certificate should be produced within one month from the date of submission of tenders or within such time as the Managing Director may in his discretion allow. In case of registered dealers copy of the current Tax Registration Certificate with TIN, attested by gazetted officer should accompany the tender. Failure to comply to this condition shall result in summarily rejection of the tender.

14 (c) Along with the tender, tenderers should produce a certificate issued by Village Officer/Tahsildar to prove his permanent address and attesting his signature and photo.

15. The acceptance or otherwise of tenders will be communicated to the tenderers in writing.
16. The Managing Director reserves to himself the right to reject the tender or to accept the tender for the supply of all the articles or for only one or more of the articles tendered for in a tender without assigning any reason whatsoever.
17. The earnest money deposit will be returned to the unsuccessful tenderers after the accepted tenders are finalised and the contract settled. In the case of the successful tenderer, the earnest money deposit will be adjusted towards the security deposit payable by him. The successful tenderer will also be required to deposit on or before the dates specified for execution of the agreement 5% of the value of the supplies undertaken as security deposit in the office of the Corporation. The security deposit will be refunded on successful completion of the supply as per the agreement. The Corporation is entitled to appropriate the amount furnished as security deposit towards any amount due from the contractor to the Corporation. In the event of such appropriation by the Corporation the tenderer shall be bound to replenish the amount appropriated to make up the full amount of the security.
18. The successful tenderers will be required to enter into an agreement in Kerala Stamp paper (stamp duty to be paid by the contractor) with the Managing Director Draft of which can be had at the office of the above officer, within 15 days of the receipt of intimation by them that their rates have been accepted.
19. The Managing Director will be at liberty to terminate the contract without assigning any reason there of the contract either wholly or in part on one month's notice. The contractor will not be entitled to any compensation whatsoever in respect of such termination.
20. If the tenderers fail to execute the agreement and/or deposit the required security within the times specified, withdraw their tender after the communication of the letter of acceptance or fail to comply with conditions (14) above or owing to any other reason their contract will be cancelled at their risk and cost and the earnest money deposited by them along with their tender will be forfeited by Pharmaceutical Corporation (Indian Medicines). They will also be liable for all damages sustained by Pharmaceutical Corporation (Indian Medicines) by reason of such breach including liability to pay any difference between the prices accepted by the Corporation and those ultimately paid by the Corporation for such articles. Such damages shall be assessed by the Managing Director whose decision will be final and the amount so assessed is recoverable by proceedings under Kerala State Revenue Recovery Act as arrears of land revenue.
21. The contract shall not be sublet without the permission of the Managing Director.
22. No articles shall be supplied to the corporation except on a requisition in writing signed by Managing Director or such other person authorised by the Managing Director in writing to do so.
23. No advance cash will be made to the contractor.
24. Payments will be made to the contractor after two months from the date of bill of the contractor subject to the availability of funds.

25. The loss on Pharmaceutical Corporation, if any incurred on account of purchase from elsewhere by failure, neglect or refusal on the part of the contractors to supply according to the terms of agreement, will be recovered from them. If any articles or materials supplied by the contractor have been partially or wholly used or consumed in the corporation and they are subsequently found to be bad, unsound, unmerchantable inferior in quality or discretion or otherwise faulty or unfit for use or unwholesome, then the contract price or prices of such articles or materials will be recovered from the contractors, if payment had already been made to them. The ancillary losses including the product cost and other charges occurred to the company in this connection also will be recovered from the contractor. The decision on assessing the loss due to supply of inferior quality material should be rest with the Managing Director, Oushadhi. For infringements of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Managing Director and the contractors shall be liable for all losses sustained by pharmaceutical corporation in consequences of the termination. The loss may be recovered from the security deposited by the contractors or other money due or to become due to them. In the event of such amount being insufficient the balance may be recovered personally from the contractors from their properties, provided further that and it is distinctly understood, if any of the said articles and or things are not available in the local market or if it is not possible for the Managing Director to purchase the said articles and or things in time Managing Director in his sole discretion or for any person authorised to purchase substitutes for the said articles and or things and to recover from the contractor the difference if any between the price or prices of the said substituted articles and /or things which may be so purchased or the money which may have been paid for the same and the price or prices payable under this contract to the contractor for similar articles or things which he had contracted to supply.
26. Special conditions if any, of the tenders attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
27. Notwithstanding anything contained in clause No . 4 above, the Corporation shall have the right to acquire Containers, Packing materials and Printing works from such bodies or associations at the corporation may recommend or notify.

Superscription : Tender No. P1/ 167/2017-18 for

Due Date & Time of Receipt of tender : 15-02-2018, 4 p. m.

Date & Time for Opening of tender : 17-02-2018, 10 a. m.

Date upto which rates are to be firm : 60 days from the date of opening of the tender

Price of tender form : Rs. 250/- *+ 12% GST (Original)
Rs.125/- *+ 12% GST (Copy)

Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent. The Managing Director
The Pharmaceutical Corporation
Indian Medicines) Kerala Limited,
Kuttanellur P. O., Thrissur - 14

* Proportionate amount of tender form cost as per the Government order as detailed below will be adjusted towards the cost of tender form from the Earnest Money Deposit remitted by successful tenderers

Tender value up to Rs 10 lakhs 0.2% of the value rounded to the nearest multiple of Rs. 100, subject to a maximum of Rs. 1500+12% GST

Tender value above Rs. 10 lakhs 0.15% of the value rounded to the nearest multiple of 100, subject to a maximum of Rs. 25,000+12% GST.

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the Schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tender forms and conditions can also be downloaded from our website www.oushadhi.org and in such cases cost of tender form mentioned should be submitted by DD along with the tender. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable for rejection.
3. Intending tenderers should send their tenders as to reach the officer mentioned below, on the due date and time (noted below) No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and or subjected to prior sale condition are liable to be rejected.
4. Every tenderer who has not registered his name with the State Government (Stores Purchase Department) should send along with his tender, an earnest money of one percent of the total cost of the articles tendered for (rounded to the nearest Rupee) subject to a minimum of Rs. 200/-. The amount may be remitted at the office of the Pharmaceutical Corporation (Indian Medicines) Kerala Limited, Thrissur - 14, by cash or DD payable at Thrissur and the remittance chalan or DD as the case it may be in original should be forwarded along with the tender. The earnest money of the unsuccessful tenderers will be returned after the tenders are finalised, but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to Pharmaceutical Corporation (Indian Medicines) Kerala Limited, Thrissur or such action taken against him as the Corporation thinks fit.
7. Time shall be the essence of the contract.
8. The final acceptance of the tenders rest entirely with the Pharmaceutical Corporation (Indian Medicines) Kerala Limited, Thrissur - who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders may be allotted to them.
9. Communication of acceptance of the tender normally constitute a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out para 10 below.

- 10 (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of this tender, deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of earnest money deposited by him along with his tender. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Pharmaceutical Corporation and the contract arranged elsewhere at the defaulters risk and any loss incurred by Pharmaceutical Corporation on account of the purchase will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby. If the defaulting contractor is a registered firm, their registration is liable to be cancelled.
- b) Pharmaceutical Corporation will be at liberty if and when found necessary to ask the successful tenderer, to deposit an additional amount of 2% of the value of contract as security and the tenderer shall be bound to deposit the amount within the period specified in the letter of the corporation.
- c) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the Managing Director be purchased directly or by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any caused to the Pharmaceutical Corporation shall thereby together with such sums as may be fixed by the Pharmaceutical Corporation towards damages be recovered from the defaulting tenderer.
- d) Even in cases where no alternate purchases are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
11. The security deposit shall, subject to the conditions specified herein, be returned to the contractor after the expiration of the contract, but in the event of any dispute arising between the Pharmaceutical Corporation and the contractor. Pharmaceutical Corporation shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, cost, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Pharmaceutical Corporation to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.
12. The tenderers shall quote also the percentage of rebate/discount offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
13. Ordinarily payments will be made only after the supplies are actually verified and taken to stock on production of proper bill signed by the contractor whether it is a part supply or not.

14. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contract shall not underlet or sublet to any person or body corporate. The execution of the contract of any part thereof without the consent in writing of the Managing Director who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub contractor upon such decision, provided always that if such consent be given at any time the contractor shall not be relieved from any obligation, duty or responsibility under the contract.
15. (a) In case the contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving order or orders for the administration of his estate are made against him or in case any contractor shall commit any act of insolvency or in case in which under any clauses or sub clauses of this contract, the contractor shall have rendered himself liable to damages amounting to the whole of his security deposit in the contract shall there upon, after notice given by the Managing Director to the contractor be determined and Pharmaceutical Corporation may complete the contract in such time and manner by such persons as the Pharmaceutical Corporation shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of contract there to for committed by the contractor. All expenses and damages caused to Pharmaceutical Corporation by any breach of contract by the contractor shall be paid by the contractor to Pharmaceutical Corporation and may be recovered from him under the provision of the Revenue Recovery Act in force in the State.
(b) The persons/contractors submitting tenders should produce a solvency certificate clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tender.
16. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same or in case the contractor commits any breach of any of the covenants stipulations and agreements herein contained, and on his part to be observed and performed then and in any such case, it shall be lawful for Pharmaceutical Corporation (If they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Pharmaceutical Corporation by an order in writing by the Managing Director put an end to this contract and in case the Pharmaceutical Corporation shall have incurred sustained or been put to any costs, damages or expenses by reasons of this contract having been so put an end to or in case any difference in price, compensation loss, costs, damages, expenses and or other moneys shall then or any time during the continuance of this contract be payable by the contractor. The Pharmaceutical Corporation under by the virtue of this contract, it shall be lawful for the Pharmaceutical Corporation from and out of any moneys for the time being payable or owing the contractor from the Pharmaceutical Corporation under or by virtue of this contract or otherwise to pay and reimburse to the Pharmaceutical Corporation all such costs damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
17. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Pharmaceutical Corporation or any other person authorised by Pharmaceutical Corporation and set off against any

claim by the Pharmaceutical Corporation for the payment of a sum of money arising out of or under any other contract made by the contractor with the Pharmaceutical Corporation or any other person authorised by the Pharmaceutical Corporation. Any sum of money due and payable to successful tenderer or contractor from Pharmaceutical Corporation shall be adjusted against any sum of money due to Pharmaceutical Corporation from him under any other contracts.

18. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abroad or business, or may be handed over to his agent personally or may be addressed to contractor by post at his usual or to last known place of abroad or business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which in the ordinary course of post of letter so addressed and posted would in his place of abroad or business.
19. The tenderer shall undertake to supply materials according to the standard sample and/or specifications. The items should be supplied in new bags. The bags should not be torn/ deteriorated/ unhygienic, and if supplied so the entire consignment is liable to be returned.
20. No representation for enhancement of rates once accepted will be considered.
21. The tenderer should send along with his tender a preliminary agreement in the appended form duly executed and signed in stamp paper worth Rs. 200/-
22. All disputes, questions and claims arising out of or touching this agreement shall be subject to the exclusive jurisdiction of the courts at Thrissur only.

Schedule of Materials

Sl.No.	Specifications	Quantity	Unit	Rate		Total		Remarks
				Rs	Ps	Rs	Ps	

Whether, samples essential: Yes

Period within which goods should be delivered: 01-04-2018 to 31-03-2019 f.o.r. Kuttanellur

Managing Director
Pharmaceutical Corporation
(Indian Medicines) Kerala Limited,
Kuttanellur, Thrissur - 14

PRELIMINARY AGREEMENT

Articles of agreement executed on this the day of between the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur (herein after referred as the Managing Director) of the one part and Shri (herein after referred to as the bounden) of the other part.

Where as in response to the notification No P1/ 167/2017-18 dated.....the bounden has submitted to the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur a tender for the supply of articles specified therein subject to the terms and conditions contained in the said tender.

Where as the bounden has also deposited with the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur a sum equal to one percent of the total value of the articles tendered as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the Managing Director of the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd., Thrissur

Now these present witness and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Managing Director of The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur and contract for the supply is awarded to the bounden, the bounden shall within 15 days of acceptance of tender execute an agreement with the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur incorporating all the terms and conditions under which the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur accepts his tender.
2. In case the bounden fails to execute the agreement aforesaid, incorporating the terms and conditions governing the contract, the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur shall have power and authority to recover from the bounden any loss or damage caused to the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur by such breach as may be determined by the Managing Director by appropriating the earnest money deposited by the bounden and his properties movable or immovable in the manner herein after contained.
3. All sums found due to the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur under or by virute of the agreement shall be recoverbale from the bounden and his properties movable or immovable under provisions of the Revenue Recovery Act for the time being inforce as though such sums are arrears of land revenue and in such other manner as the Managing Director of Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur may deem fit.

In witness whereof Shri the Managing Director, for and on behalf of the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur and Shri the bounden have here unto set their hand the day and year shown against their respective signature.

Signed by Shri date in
the presence of Witness.

- 1.
- 2.

Signed by Shri date in
the presence of Witness.

- 1.
- 2.