

P1/181/17-18

30.01.2018

Sirs,

Sub:- Quotation for the supply of Raw Materials – regarding.

...

Sealed quotations along with samples are invited for the immediate supply of the following Raw Materials (list attached).

If you are in a position to supply the items, please quote your lowest rate including all charges, terms and conditions etc. Quotations should be addressed and reached to The Managing Director, Pharmaceutical Corporation (I.M.) Kerala Ltd., Kuttanellur, Thrissur – 680 014 on or before 10.02.2018 at 3 p.m along with sample and 1% EMD of the total value quoted. You are also requested to execute an agreement as per the draft in Stamp paper worth Rs.200/-.

Quotations will be opened on the same day at 3.00 p.m. EMD can be remitted either by Cash at our Office at Kuttanellur or by Demand Draft in favour of Managing Director, Oushadhi payable at Thrissur. **Rate quoted should be valid for 30 days from the date of opening of quotations.** All the conditions of quotations are applicable. Payment will be made after one month from the date of supply. Envelope containing the quotation should be superscribed “Quotation for the supply of Raw materials”. For more details contact our Purchase Division at Kuttanellur .

Thanking you,

Yours faithfully,
(sd/-)
MANAGER (PURCHASE)

CONDITIONS OF QUOTATION

1. Withdrawal from the quotation once it is accepted or failure to supply within the specified time or according to specifications will entail cancellation of the order and purchases being made at the offerer's expenses from elsewhere, any loss incurred thereby being payable by the defaulting party.
2. No representation for enhancement of price once accepted will be considered during the currency of the contract.
3. If any license or permit is required, quotationers must specify in their quotation and also state the authority to whom application is to be made.
4. The quotation may be for the entire or part supplies. But the quotationers should mention this in their quotation and should be prepared to carry out such portion of the supplies included in their quotation as may be allotted to them.
5. In cases where a successful quotationer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may, at the discretion of the Corporation be purchased by means of another tender/quotation or by negotiation or from the next higher offerer who had offered to supply already and the loss, if any, caused to the Corporation shall there by together with such sums as may be fixed by the Corporation towards damages be recovered from the defaulting quotationer.
6. Any sum of money due and payable to the quotationer (including EMD/Security Deposit returnable to him) under this contract may be appropriated and set-off against any claim of the Corporation for the payment of a sum of money arising out of or under any other contract made by the quotationer with the Corporation.
7. Payments will be made only after the supplies are actually verified and taken to stock after credit period of 30 days.
8. Special conditions if any, printed on the quotation of the quotationer or attached with the quotation will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

This AGREEMENT executed on this theday of Two thousand eighteen (.....2018)

BETWEEN

THE PHARMACEUTICAL CORPORATION (IM) KERALA LTD., a government of Kerala undertaking incorporated as a company under the Companies Act, 1956 with Registered office at Thrissur represented by its Managing Director (hereinafter referred to as the FIRST PARTY) which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the one part.

AND

.....(hereinafter referred to as the SECOND PARTY) which expression unless repugnant to the context shall mean and include his heirs executors successors-in-interest permitted assigns etc.) of the other part.

WHEREAS:

- (a) The First party by notice No.....dated.....has invited sealed quotation for supply of raw materials mentioned in the list attached to the quotation.
- (b) The Second party in response to the notice dated.....has submitted a quotation along with DD/Cash receipt towards 1% of the total value of the quotation as EMD.
- (c) The notice dated.....specifies that the rate quoted shall be valid for 30 days from the date of opening of the quotation.
- (d) The Second party has agreed to keep his/its quoted rate firm and valid for 30 days from the date of opening of the quotation and to ensure this, has executed this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. The Second party hereby agrees and undertakes to keep the quoted rate firm and valid for acceptance for a period of 30 days from the date of opening of the quotation.

II. The Second party agrees and undertakes not to vary or withdraw the offer during the period of 30 days from the date of opening of the quotation.

III. The Second party understands and agrees that in the event of varying or withdrawing the offer within the period of 30 days from the date of opening of the quotation;

(a) The First party shall be entitled to forfeit the amount furnished as EMD.

(b) The First party shall be entitled to purchase the quoted quantity of material at the risk and cost of 2nd party; and;

(c) The First party shall be entitled to recover the loss/damage sustained consequent to Second party varying or withdrawing the offer before expiry of the period of 30 days from the date of opening the quotation.

IV. The first party agrees to return the amount furnished as EMD to the second party if its quotation is not accepted within the stipulated period of 30 days.

IN WITNESS WHEREOF the party hereto have caused these presents to be signed and to affix the seal in the presence of the following witnesses on the day and year first above written.

Sd/-

SECOND

PARTY

Signed and delivered
For and on behalf of
The Pharmaceutical Corporation
(I.M)Kerala Ltd.,
By its Managing Director

In the presence of

WITNESS

- 1.
- 2.