

**THE PHARMACEUTICAL CORPORATION (IM) KERALA LTD**  
**KUTTANELLUR.P.O, THRISSUR-680 014**  
**(A Government of Kerala Undertaking)**

**ISSUE LETTER**

TENDER No: OUSHADHI/KITCO/MH/05/2020

**Date . 24.08.2020**

Online tenders are invited by KITCO on behalf of The Pharmaceutical Corporation (I.M) Kerala Ltd., (Oushadhi), Kuttanellur.P.O, Thrissur -680 014 from competent Contractors for executing the following work.

1.	Name of Work	Upgradation of Fire Protection System at Oushadhi, Kuttanellur, Thrissur
2.	Estimate Amount	Rs.3.60 Cr
3.	Earnest Money Deposit (EMD)	Rs.1,00,000/-
4.	Tender Submission Fee	Rs.8,850/- (Inclusive of GST 18%)
5.	Period of completion	18 months
6.	Tender documents	Can be downloaded from the website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
7.	Last date and time of Receipt of Tender/ Bids	15.09.2020 at 05.00pm
8.	Date and Time of Opening of Tender	19.09.2020 at 10.30 am
9.	Form of Contract	Item Rate
10.	Pre-bid Meeting	04.09.2020 at 11.00am

## GENERAL TERMS AND CONDITIONS OF E-PROCUREMENT

This tender is an e-Tender and is being published online for the above work. This tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

### A) **Online Bidder registration process:**

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484-2336006, 2332262 – through email:[etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

### B) **Online Tender Process:**

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** As per NIT
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

**C. DOCUMENTS COMPRISING BID:**

**(i). The First Stage (Cover 1- Prequalification cum Technical Bid Document):**

Pre-Qualification cum Technical bid proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- i) Technical bid document digitally signed and upload.
- ii) Document proof of Eligibility Criteria mentioned in clause 1.02 of Notice Inviting Tender
- iii) Online Tenders/bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-.
- iv) The format for information about the tenderer attached in special conditions of contract and tender form in NIT shall be duly filled by the tenderer and should upload the same as pdf format with technical bid

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload. Hard copies of the above documents shall be submitted to the office of Oushadhi, Kuttanellur, Thrissur

**(ii). The Second Stage (Cover 2- Financial Bid):**

The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

**D) Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay, a tender document fees of Rs.8,850/- including GST 18% and Earnest Money Deposit or Bid Security of Rs.1,00,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

<b>A) Internet Banking Options (Retail)</b>			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank

11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks\*** will be shown. Here, Bidder may proceed as per below:

- a) **SBI Account Holders** shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.

#### E) **SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click “Bidders Manual Kit” link on the home page.

**It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process**

Tenders/bids received online without the preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the Notice Inviting Tender (NIT) or Office of the KITCO Ltd. during working hours.

**Sd/-**  
**Managing Director**

## **1.0 NOTICE INVITING TENDER**

1.01 Online tenders are invited by The Pharmaceutical Corporation (I.M) Kerala Ltd., (Oushadhi), Kuttanellur.P.O, Thrissur -680 014 from competent contractors for Upgradation of Fire Protection System at Oushadhi, Kuttanellur, Thrissur.

### 1.02 Eligibility Criteria

i) Bidder should have executed at least one similar nature of work of value not less than 80% of the PAC in single contract during the last seven financial years as Prime Contractor (Satisfactory completion certificate from the client for the work done shall be submitted in the designated cover)

or

Bidder should have executed at least two similar nature of works each of value not less than 60% of the PAC during the last seven financial year as Prime Contractor (Satisfactory completion certificate from the client for the work done shall be submitted in the designated cover)

or

Bidder should have executed at least three similar works each of value not less than 40% of the PAC during the last seven financial year as Prime Contractor (Satisfactory completion certificate from the client for the work done shall be submitted in the designated cover)

ii) Average Annual turnover of the tenderer shall be more than 100% of the PAC during last three preceding years (Audited balance sheet, profit and loss account of the last 3 financial years shall be submitted in the designated cover.)

iii) The bidder should have valid GST registration, PAN, ESI and PF Registration.

iv) The bidder should have appropriate class registration in PWD/CPWD/Govt. undertakings. And should also have valid 'B' grade electrical contractors license issued by KSELB. Or should associate a person /firm with the above license/ registration for doing civil and electrical works.

Similar work for the purpose of eligibility shall be firefighting works associated civil and electrical works

(The proof of the above shall be submitted as PDF format in designated covers)

1.03 The general information on the project may be found under Section 3.00 of this tender. The information is only indicative. The tenderers are required to visit the site and familiarize themselves with the site conditions, nature of substrata, availability of construction materials, etc., before quoting. The drawings, General and Special Conditions of Contract, Specification and Schedule of quantities and the specifications may be carefully studied before they offer the prices. No claims for extra compensation over and above the quoted rates will be entertained by OUSHADHI on the ground that the tenderer have misjudged site conditions, nature of substrata, tender conditions or any item of tender. Tender documents and tender schedule may be downloaded free of cost from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). A bid submission fee of Rs.8,850/- shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/Online banking through SBI. This payment is not refundable.

The bid should be submitted online in two cover system at website `http://etenders.kerala.gov.in` in the relevant covers only, by the due date and time, as specified in the 'Critical Dates' view of the 'Work Item details' of the tender. The Server Date & Time as appearing on the website `http://etenders.kerala.gov.in` shall only be considered for the critical date and time of tenders. Offers sent through post, fax, telex, e-mail, courier will not be considered.

The bidders are requested to go through the instruction to the bidders in the website `http://etenders.kerala.gov.in`. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

BOQ other than downloaded against the Tender will not be considered

Accepting Authority shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

For more assistance e tendering system you can contact Kerala State IT Mission e-Procurement Help desk, Basement floor of Pension Treasury Building Uppalam Road, Statue, Thiruvananthapuram. Phone 0471-2577088, 2577188. (On all working days from 10:30 am to 5:30pm)

All bid/tender documents are to be submitted online only and in the designated Cover/ envelope(s) on the above website. All the required documents shall be submitted in their respective designated online covers with digital signature. The prequalification document in the prescribed format shall be downloaded, filled in with relevant details and uploaded to the website in digitally signed pdf format.

- 1.04 The bidders are requested to submit all the required documents for pre qualification and the price bid in the appropriate covers provided.
- 1.05 The offer shall be valid for 2 months from the tender opening date. The firm period of a tender is the period from, the date of opening of the tender to the date upto which the offer given in the tender is binding on the bidder. The firm period is fixed as the maximum time required within which a decision can be taken on the tender and order of acceptance issued in writing to the bidder which shall not exceed two months in the normal course. The consideration of tenders and decision there on shall be completed well before the date of expiry of the firm period noted in the tender so that the letter of acceptance is sent before the expiry of the firm period. If delay is anticipated, the officer who invited the tenders shall get the consent of the lowest two bidders for extending the firm period by one month or more as required. In case the lowest or any bidder refuses to extend the firm period that tender cannot be considered. All officers concerned with the consideration of tenders, shall deal with them expeditiously to settle the contract before the expiry of the firm period.

- 1.06 After the public opening of the tenders, the information relating to the examination, Clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract all shall be online.
- 1.07 Subject to ACCEPTING AUTHORITY's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.

Prior to the expiry of the period of validity of the tender ACCEPTING AUTHORITY will notify the successful tenderers in writing their name the sum which ACCEPTING AUTHORITY 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.

Before commencing the work and within a week after the letter of acceptance of the tender has been intimated to him, the tenderer shall make a security deposit as given in clause 1.11 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper of value not less than Rs.200/- in the prescribed format.

If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to ACCEPTING AUTHORITY results, the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.

Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.

- 1.08 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the specified column of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever. 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.
- 1.09 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 partnership firm it shall be signed



with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender 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. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

#### **1.10 EARNEST MONEY DEPOSIT (EMD)**

- .01 The EMD of **Rs.1,00,000/-** shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). As per present system RTGS payment will not be accepted by the system and hence EMD should be remitted only through Online banking through SBIMOPS. Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest Money is asked to be deposited. Such EMD exemption certificate/ document needs to be scanned and submitted online along with the bid, failing which, the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
- .02 Bidders shall remit the tender fees and EMD by using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" of e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) for detailed instructions on making online payment using internet banking facility.
- .03 EMD deposited with ACCEPTING AUTHORITY will be forfeited,
  - i) if a bidder withdraws 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.

#### **1.11 PERFORMANCE SECURITY DEPOSIT**

- .01 Within 15 days of issue of letter of acceptance, the Contractor should submit 5% of the Contract Value as Performance Guarantee. At least fifty percent of the Performance Guarantee will be in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee.
- .02 In addition to Performance Guarantee, Security Deposit shall be collected by deduction from the running/final bill of the Contractors @ 2.5% of the gross amount of each running and / or final claims.
- .03 Security deposit can be released against bank guarantee on its accumulation to minimum amount of Rs. 5 lakh. The minimum amount of Bank Guarantee shall not be less than Rs. 5 lakhs at a time. This Bank Guarantee has to be valid up to the end of defect liability period and shall be in the Performa attached.
- .04 On satisfactory completion of the work and on recording of completion certificate, the performance guarantee will be released based on the report from the Engineer-in-charge.

- .05 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.
- .06 All the deposits of EMD, PERFORMANCE GUARANTEE AND SECURITY DEPOSIT will not bear any interest whatsoever.
- 1.12 Income-tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.
- 1.13 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.
- 1.14 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.
- 1.15 All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the work contract tax shall be as per the prevailing rates of Kerala Government Sales Tax Rules. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/ final bill.
- 1.16 **PERIOD OF VALIDITY**
- 1.16.01 The tender shall remain valid for acceptance for a period of **2 months** from the date of submission of the tender. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then OUSHADHI has the liberty to forfeit the said Earnest Money Deposit.
- 1.17 **INSPECTION OF SITE**
- Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions of substrata, approaches, availability of raw materials, geological and weather conditions, etc., before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from OUSHADHI at the above mentioned address.
- 1.18 **QUANTUM OF WORK**
- 1.18.01 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that OUSHADHI do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of OUSHADHI without affecting the terms of the contract.
- 1.18.02 OUSHADHI reserves the right to increase or decrease the quantum of work at site without assigning any reason.

1.18.03 Variations in the quantities put to tender will not be the basis of 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 OUSHADHI at the same agreed rates.

#### 1.19 **ALL INCLUSIVE RATES**

The rate quoted by the bidders shall include all taxes and duties, construction workers welfare fund contribution etc., except the 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.

In case of change in the GST rate between the date of invoice and date of supply OR last date of submission of tender, and the date of release of payment for works done, the prevailing GST rate will be reckoned as per the GST laws of the Central and State Govt. for payment.

Any variations in the tax rate of GST (increase or decrease) shall be adjusted at the time of bill processing i.e, deduction in the case of decrease in GST rate or addition in case of increase in GST rate shall be made at the time of settlement of bills.

##### 1.19.1 **GST APPLICABLE**

The tenderer shall clearly indicate their GST registration number in the bid.

#### 1.20 **INTERPRETING SPECIFICATIONS**

1.20.01 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. Unit Rate Specifications,
- d. Drawings.

1.20.02 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 OUSHADHI shall be final.

1.21 No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the contractors, Contract form, conditions of the contract, special conditions, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.

1.22.01 The acceptance of a tender rests with the Authorised Representative of OUSHADHI who does not bind to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

1.22.02 The authorised representative 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.

1.23 The work shall be carried out under the direction and supervision of OUSHADHI or their representative at site. 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.

1.24 OUSHADHI's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected thus shall be immediately removed by the contractor and replaced by materials as per specifications and standards.

1.25 **SUB-LETTING**

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

1.26 **DEFECTS LIABILITY PERIOD/ GUARANTEE PERIOD**

Any defect developed within 'Defect Liability Period'/ Guarantee period of Twelve months will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, OUSHADHI or their representative shall get the work done at the risk and cost of the contractor.

1.27 **DELAYS IN COMMENCEMENT**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

1.28 **OCCUPATION IN PART**

If OUSHADHI wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with OUSHADHI and hand over the same to OUSHADHI without affecting any of the clause of contract agreement.

1.29 The contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S./IBR.

1.30 The contractor must co-operate and co-ordinate with other contractors involved in other works at the site. The contractor should also note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work and that no extra payment is permissible on this account.

1.31 **CONTRACTOR'S STORE AND SITE OFFICE**

Suitable area in the site of work shall be allowed to the contractor free of cost for constructing temporary structures for storing his tools and plants, materials, site office and cement godown. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property with requisite insurance against theft, fire, etc. The contractor however will have to

dismantle the sheds and vacate the land of all debris, etc. at his own expense after completion of work.

### 1.32 **MEASUREMENT AND BILLING**

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest BIS code of practice for measurement.

1.32.02 The contractor or his representative shall accompany OUSHADHI or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of OUSHADHI. If the contractor fails to accompany OUSHADHI's representatives for measurements, then he shall be bound by the measurements taken by OUSHADHI or their representative.

1.32.03 The contractor may raise bills monthly, which shall be for a minimum value of 15% of contract amount.

1.32.04 Payment towards all interim bills will be made by OUSHADHI within 30 days of presentation by the contractor.

1.32.05 Period of final measurement shall be three months from the time of completion of the project.

### 1.33 **EXTRA ITEMS**

1.33.01 Any item of work that do not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by OUSHADHI to execute is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of OUSHADHI shall be carried out by the contractor. No such variation will violate the Contract.

1.33.02 Extra items of work thus carried out by the contractor will be paid at the rates worked out by OUSHADHI in the following manner.

1.33.03 In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are provided for in the contract such rates shall be applicable.

1.33.04 In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the estimated rate shall be applied in deriving the rates for such items.

1.33.05 In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provisions of DSR 2016 applying the contractor's quoted percentage above or below.

1.33.06 In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from

similar items in the contract and only partly from the public work department rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by OUSHADHI on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting document including contractor's profit.

1.35.07 In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar items of work in the contract or from the departmental schedule or rates, the contractor after execution of the work as mentioned in 1.35.01 above and shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and OUSHADHI shall within one month thereafter, determine, the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

1.36 The contractor shall make arrangement for water and electricity required for the work as per clause no.4.2.0 and 4.3.0 of Special Conditions of Contract.

### 1.37 **INSURANCE**

The successful tenderer shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of OUSHADHI and the contractor, and the original policy shall be deposited with OUSHADHI.

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

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

### **DECLARATION OF THE TENDERER**

I/We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

SIGNATURE OF THE TENDERER

## SUMMARY OF NOTICE INVITING TENDER

1. Defects liability period : Twelve months from the date of Completion
2. Period of final measurements and valuation : Three months from the date of Completion
3. Date of commencement of work : 15<sup>th</sup> day from the date of receipt of letter of acceptance or handing over the site or the date on which Engineer-in-charge issues written orders to commence the work, whichever is later.
4. Period of completion of work : 18 months from the date of Commencement of work.
5. Earnest money deposit : Rs.1,00,000/-
6. Performance Guarantee : 5% of contract value
7. Security deposit : 2.5% of gross amount from each running bill
8. Firm period of tender : Two months from the date of opening of Tender
9. Escalation : No Escalation
10. 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.