

**SECTION 2.00 – GENERAL CONDITIONS OF CONTRACT**

## General Conditions for the Tender

E-Tender is invited by the Managing Director, The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur for the Supply, Installation, erection, testing and commissioning of **Labelling Machine with printer** at Kuttanellur.

1. Tenders will be opened by authority concerned as per the schedule.
2. Tender document should be uploaded through the website **www.etenders.kerala.gov.in**. Terms and conditions can also be downloaded from this website and cost of tender form mentioned should be remitted through online. Tenders received contrary to the above direction are liable to be rejected.
3. **Tenderers should quote their rate exclusive of GST.** The contract rates should include charge for delivery of articles at the institution at Kuttanellur Factory or as per direction of the Managing Director.
4. 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 thereafter be levied on all or any of the article tendered for.
5. **Each tenderer must remit an Earnest Money Deposit Rs.11,350/- through online. The EMD will be returned to the unsuccessful tenderers only after the accepted tenders are finalized.**
6. Request for treating security deposit in previous contract or payments under previous contract or otherwise as EMD will not be entertained or considered.
7. The Specification etc. of machinery supplied to the Corporation will be examined by the person/committee authorized in this behalf by the Managing Director and their finding shall be final as to the acceptance or rejection as the case may be.
8. The tenderer should upload the following documents.
  - GST Registration Certificate
  - Aadhar Card with signature and separate photograph duly attested by an officer
  - Copy Of Income Tax return / Solvency Certificate / Credibility Certificate from Bank
  - Annual turnover of the tenderer of the last 3 financial years shall be submitted
  - PAN Card
  - Preliminary Agreement – Stamp paper of Rs.200/-
9. The acceptance of tenders will be communicated to the tenderers in writing.

10. The Managing Director reserves to himself the right to reject the tender or to accept the tender for the supply of machinery without assigning any reason whatsoever.
11. The successful tenderer will also be required to deposit **10% of Contract Value as security deposit** in the office of the Corporation on or before the dates specified for execution of the agreement. The security deposit will be refunded on successful completion of the warranty period. 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.
12. **Warranty period will be 1 year from the date of acceptance.**
13. The successful tenderers will be required to enter into an **Agreement in Kerala Stamp paper** (worth Rs.200/- , stamp duty to be paid by the contractor) with the Managing Director along with Security Deposit before bill payments.
14. If the Contractor fails to fulfill his contractual obligations within the time fixed, he shall be liable at the discretion of the Purchaser to an unconditional and agreed **liquidated damages** of 1% (one per cent) of contract value per week or part thereof reckoned on the contract value based on the final bill. The Contractor's liability for delay shall not in any case exceed 10% (ten per cent) of the total contract value. Upon the liquidated damages attaining the maximum value, the Purchaser shall have the right to source the item from elsewhere at the risk and cost of the contractor.
15. 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.
16. 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 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 the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. They will also be liable for all damages sustained by The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd 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.
17. The tender shall remain valid for acceptance for a period of **60 days** from the date of opening 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.
18. The contract shall not be sublet without the permission of the Managing Director.
19. No articles shall be supplied to the Corporation except on a requisition in writing signed by Managing Director or such other person authorized by the Managing Director in writing to do so.
20. No advance cash will be made to the contractor.

21. Payments will be made to the contractor after 30 days on acknowledgement of the bill from concerned Officials after the successful installation of the equipment subject to the performance report from the beneficiary and only after the execution of Agreement and remittance of Security Deposit.
22. 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.

**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**