

## GENERAL CONDITIONS

E-tenders are invited for the supply of Rubber fire wood from 01.04.2024 to 30.09.2024.

1. The cost of tender forms once paid will not be refunded. Tender forms and conditions can also be downloaded in the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and in such cases cost of tender form mentioned should be remitted through online for participating e-tender. The rates quoted should be only in Indian currency. Tenders in any other currency are liable for rejection.
2. 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. **Samples should be submitted to this office on or before 11.03.2024 Tenderers should quote their rate exclusive of GST.** The rate quoted should be inclusive of transportation, unloading charges at our Kuttanellur factory.
3. Intending tenderers should upload their tenders before the stipulated time on the due date and time. 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. 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. The tenders will be opened on the appointed day and time in the office of the undersigned.
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
10. 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.
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 (Indian Medicines) Kerala Ltd and the contractor. The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd 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 (Indian Medicines) Kerala Ltd 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. Ordinarily payments will be made only after two months (60 days) from the date of supply, 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.
13. 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 The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd (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 (Indian Medicines) Kerala Ltd Corporation by an order in writing by the Managing Director put an end to this contract and in case The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd 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 (Indian Medicines) Kerala Ltd under by the virtue of this contract, it shall be lawful for The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd and out of any moneys for the time being payable or owing the contractor from The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd under or by virtue of this contract or otherwise to pay and reimburse to The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd 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.

14. 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 (Indian Medicines) Kerala Ltd or any other person authorized The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd and set off against any claim by The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd for the payment of a sum of money arising out of or under any other contract made by the contractor with The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd or any other person authorised by The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Any sum of money due and payable to successful tenderer or contractor from The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd shall be adjusted against any sum of money due to The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd from him under any other contracts.
15. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
16. No representation for enhancement of rates once accepted will be considered.
17. The tenderer should upload along with his tender a preliminary agreement in the appended form duly executed and signed in stamp paper worth Rs. 200/-
18. 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.

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| Due Date & Time of Submission of tender | 11.03.2024, 6 p. m.                            |
| Date & Time for Opening of tender       | 13.03.2024, 10 a. m.                           |
| Date upto which rates are to be firm    | 30 days from the date of opening of the tender |
| Price of tender form                    | Rs. 1,180/- including GST                      |

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| Earnest Money Deposit | 1% of the total aggregate value of materials |
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| Address for remittance of EMD | The Managing Director<br>The pharmaceutical corporation<br>(Indian Medicines) Kerala Limited<br>Kuttanellur P. O., Thrissur– 14 |
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\* 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

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| 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+ 18% GST |
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| 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+ 18% GST. |
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### **Schedule of Materials**

#### **Specifications**

#### **Rubber Firewood**

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| Length   | Upto 2.5 feet |
| Diameter | 8cm to 20 cm  |

#### **Total Requirement**

Rubber Firewood 3000 Ton

#### **Monthly requirement**

Rubber Firewood 500 Ton

Note:- Since we have minimum storage facility the wood and Briquettes should be supplied only as per our request.