

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the Operation and Maintenance of 200 m³/day capacity Effluent Treatment Plant at The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) and 50KLD Effluent Treatment Plant at Oushadhi Panchakarma Hospital and Research Institute at Thrissur for one year. The 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.

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. Once, the DSC is obtained, bidders have to register on 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 0471-2577088/188/388 or via email: helpetender@gmail.com / 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. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** NIL
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on 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. Manual submission of bids will not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem.

At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.

- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. **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.
- viii. **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 (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):**

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

1. Preliminary Agreement – Stamp paper worth Rs.200/-
2. Copy of ESI and PF Registration
3. Copy of the GST Registration Certificate
4. Copy of PAN card
5. Copy of Experience Certificate
6. Duly signed tender document

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- (ii). **The Second Stage (*Financial Cover or as per tender cover system*):**

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.3540/- (including 18% GST) and Earnest Money Deposit of Rs.19800/-. The EMD 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.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	22	Kotak Mahindra Bank
2	Axis Bank	23	Lakshmi Vilas Bank
3	Andhra Bank	24	Mehsana Urban Co-op Bank
4	Bandan Bank	25	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	26	Oriental Bank of Commerce
6	Bank of Baroda	27	Punjab and Maharashtra Cooperative Bank
7	Bank of India	28	Punjab National Bank
8	Bank of Maharashtra	29	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	30	RBL Bank
10	BNP Paribas	31	Saraswat Cooperative Bank
11	Canara Bank	32	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	33	South Indian Bank
13	Central Bank of India	34	Standard Chartered Bank
14	City Union Bank	35	State Bank of India
15	Corporation Bank	36	Syndicate Bank
16	Cosmos Bank	37	Tamilnad Mercantile Bank
17	DCB Bank	38	Tamilnadu Cooperative Bank
18	Dena Bank	39	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	40	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)

20	Dhanalaxmi Bank	41	UCO Bank
21	Federal Bank	42	Union Bank of India
43	HDFC Bank	53	United Bank of India
44	ICICI Bank	54	Vijaya Bank
45	IDBI Bank	55	YES Bank
46	Indian Bank		
47	Indian Overseas Bank		
48	IndusInd Bank		
49	Jammu & Kashmir Bank		
50	Janata Sahakari Bank		
51	Karnataka Bank		
52	Karur Vysya Bank		

B) Internet Banking Options (Corporate)

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	Shamrao Vitthal 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	Janta Sahakari 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/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

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 along with online payment of tender document fees and EMD.

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.

Sd/-

Managing Director

1.0 NOTICE INVITING TENDER

1.01 Online tenders are invited by The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi), Thrissur from competent Contractors having requisite experience and capability for the work of operation and maintenance of 200 m³/day capacity Effluent Treatment Plant at The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) and 50KLD Effluent Treatment Plant at Oushadhi Panchakarma Hospital and Research Institute at Thrissur for one year.

1.02 QUALIFICATION CRITERIA

The Contractors should have minimum 2 years experience in the operation and maintenance of sewage/effluent treatment plant of capacity not less than 140m³/day in a Government/ Quasi-Government/ reputed Private or Public Sector firms during the last seven years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21). Attach certified copies of the Work Order and satisfactory completion certificates in respect of quality, time and satisfaction of client as documentary proof.

1.03 The tenderer should have Valid Registration Certificate, PAN, GST, ESI and PF registration.

Joint ventures and consortiums formed for the purpose of bidding are not eligible to quote for the tender.

1.04 Not more than one tender shall be submitted by a Contractor. More than one concern in which an individual is interested as Proprietor and/or Partner shall not submit tender against this notice. If anybody does so, all such tenders shall be liable to be rejected.

1.05 The information given is only indicative. The tenderers are required to visit the site and familiarise themselves with the site conditions, plant, etc., before quoting. The drawings, conditions of contract, schedule of quantities and the specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) on the ground that the tenderer have misjudged site conditions, nature of substrata, tender conditions or any item of tender etc.

1.06 Contractors are advised to inspect and examine the plant and its surroundings and satisfy themselves before submitting their tenders. They themselves shall obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site and site conditions, whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

1.07 Submission of a tender by a Contractor/Agency implies that he has read this notice and all other documents and has made himself aware of the scope of work.

1.08 **EMD**

.01 Earnest Money Deposit of **Rs.19800/-** shall be remitted through online payment mechanism for e-procurement system of Govt.of kerala www.etenders.kerala.gov.in.

.02 EMD of the unsuccessful bidder will be refunded without any interest on finalization of the Contract with the successful bidder.

.03 EMD deposited with The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) 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
- iii) fails to furnish the required Security Deposit.

1.09 **PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of 3 months from the date of opening of the tender.

1.10 In the case of item rate contract only rates quoted shall be considered. The rate thus quoted will deemed to include the cost of all 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.

1.11 If the tender is made by an individual it shall be signed with his full name and his complete address. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm holding power of attorney to sign the tender 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.

1.12 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 shall not be disclosed to the tenderer and other persons not officially concerned with such process.

1.13 Subject to The Pharmaceutical Corporation(IM) Kerala Ltd.(Oushadhi)'s right to accept any tender and reject any or all tenders; The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) will award the contract 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 the tenderer has the capability and resources to carry out the contract effectively.

The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) reserves the right to accept the whole or part of any tenders received and the tenderers shall be bound to receive in part.

- 1.14 Prior to the expiry of the period of validity of the tender “The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)” will notify the successful tenderer in writing that his tender has been accepted. This letter (herein after referred as letter of acceptance) shall name the sum which “The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)”will pay to the contractor in consideration of the completion 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.
- 1.15 Before commencing the work and within a week after the letter of acceptance of the tender has been intimated to him, the tenderer shall furnish a security deposit as given in clause 1.16 of this notice for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement”.
- 1.16 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to the The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and fresh tenders called for or the matter otherwise disposed off. Any loss to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) as a result of such measures due to the default of the tenderer 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.
- 1.17 Canvassing in any form is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable for rejection.

1.18 **PERIOD OF CONTRACT**

Twelve months as specified in the work order or till such time The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) makes alternate arrangement for the next O&M contract whichever is later.

1.19 **SECURITY DEPOSIT**

- .01 The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to 5% of the quoted amount as security deposit by way of Cash/DD in favour of Managing Director, The Pharmaceutical Corporation (IM) Kerala Ltd (Oushadhi).payable at Thrissur
- .02 EMD will be refunded to the contractor after remittance of the security deposit and execution of the agreement.
- .03 The SECURITY DEPOSIT will be refunded to the contractor after satisfactory completion of the contract period.

1.20 **INSPECTION AT SITE**

The information given is only indicative. The bidders are requested to visit the site and familiarise themselves with the site conditions, the nature of the equipment used, etc. The specific requirements and conditions, specifications of the listed

equipment, duties and obligations of the Contractor, General conditions of contract, terms of payment, drawings etc. may be studied before they quote their rates. The maintenance procedure has to be well studied by referring Tender document.

No claims whatsoever will be entertained by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) as extra compensation over and above the quoted rates on any ground such as that the bidders have misjudged site conditions, the nature of equipment used, etc. or any other reasons whatsoever, for any item/s in the tender.

1.21 Bids not properly filled up, mutilated conditional and with incorrect calculations or generally not complying with the conditions of tender will be liable for rejection.

1.22 **ALL INCLUSIVE RATES**

The Contractor's rate must be firm and include all taxes, duties, levies etc, but excluding GST. The rates quoted by the Contractor shall be firm throughout the Contract period or till subsequent O&M contract is settled and there shall be no upward revision of the rates quoted by the Contractor for any reason whatsoever. It should be clearly understood that any claim for extra Sales Tax, Excise duty, construction tax or any additional tax etc. shall not be entertained in any case whatsoever once the bids are opened.

1.23 No alterations shall be made by the bidder in the Notice Inviting Tender, Specific requirement and conditions, Duties and Obligation of the Contractor, General Conditions of Contract, terms of payment or any part of this document and if any alterations are made or any additional conditions attached, such tender is liable to be rejected.

1.24 The notice inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

1.25 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.

Sd/-

Managing Director,
The Pharmaceutical Corporation
(IM) Kerala Ltd.(Oushadhi)
Kuttanellur, Thrissur – 680 014.

Date :

SIGNATURE OF THE TENDERER

SUMMARY OF NOTICE INVITING TENDER

1	Date of commencement of work	As specified in the work order
2	Period of Contract	12 months as specified in the work order
3	Earnest Money Deposit	Rs.19800/-
4	Security Deposit	5% of the quoted amount by way of Cash / DD in favour of Managing Director, The Pharmaceutical Corporation (IM) Kerala Ltd (Oushadhi), payable at Thrissur
5	Firm period of tender	3 months from the date of Opening of tender
6	Escalation	No escalation

**MANAGING DIRECTOR
THE PHARMACEUTICAL CORPORATION (IM)
KERALA LTD. (OUSHADHI)**

APPLICATION FOR QUALIFICATION OF CONTRACTORS

A. DETAILS OF THE COMPANY/CONTRACTOR

1. NAME OF THE CONTRACTOR :
FIRM/COMPANY
2. PERMANENT ADDRESS OF THE CONTRACTOR :
3. PRESENT POSTAL ADDRESS OF THE CONTRACTOR :
4. TELEPHONE NUMBERS :
OFF :
Mob: :
5. FAX No. :
6. Email id :
7. PAN No :
8. GST No :
9. PF Reg. No :
10. ESI Reg.No :

SIGNATURE OF THE CONTRACTOR

B. DETAILS OF WORK DONE				
Sl. No.	Name of Client with Full address, telephone Numbers and nature of work	Project	Capacity of Plant	Period of completion with date

The Contractors should have minimum 2 years experience in the operation and maintenance of sewage/effluent treatment plant of capacity not less than 140 m³/day in a Government/ Quasi-Government/ reputed Private or Public Sector firms during the last seven years (2014-15, 2015-16, 2016-17,2017-18,2018-19, 2019-20 and 2020-21). Attach certified copies of the Work Order and satisfactory completion certificates in respect of quality, time and satisfaction of client as documentary proof.

SIGNATURE OF THE CONTRACTOR

C. DETAILS OF TOOLS/ PLANTS AVAILABLE FOR THE WORK

Sl. No	Tool/Plants	Numbers	Remarks

Note: Contractor should bring the listed number of tools/plants for the O&M of the work (Attach additional sheets if required).

SIGNATURE OF THE CONTRACTOR

D. DETAILS OF STAFF PROPOSED TO BE ENGAGED FOR THE WORK						
Sl. No	Category	Qty (No.)	Name and Address	Qualification	Experience	Nature of experience
1	Supervisor					
2	Operators					
3	Helpers					

Note: Contractor should furnish bio-data and supporting details of each staff.

SIGNATURE OF THE CONTRACTOR

2.0 GENERAL CONDITIONS OF CONTRACT

- 2.01 In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.
- 2.01.01 The “Owners” shall mean The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi), Thrissur
- 2.01.02 The “Contractor” shall mean person or persons, firm or company whose tender has been accepted by the owners and includes the contractor's legal representatives, successors and permitted assigns.
- 2.01.03 “Tender” shall mean the tender submitted by the contractor for acceptance by the owners.
- 2.01.04 The “work” shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works required for the purpose of the contract.
- 2.01.05 The “Contract” shall mean the agreement between the owners and the contractors for the execution of the work including therein all documents such as the invitation to tender, Tender Form, condition of contract, specification, schedule of quantities, special conditions, letter of acceptance, Agreed variation if any, drawings, work orders, and / or any other / correspondences or negotiations, etc.
- 2.01.06 “Specifications” shall mean all directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the materials to be furnished under the contract for the work as may be amplified or modified by the consultants, drawings for the performance of the contract in order to provide the unforeseen conditions or in the best interest of the work. It shall also include the latest revised version of the relevant B.I.S. specification and other relevant codes.
- 2.01.07 “Site” shall mean the effluent treatment plant and related area allotted by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi), Thrissur for the work mentioned in the tender.
- 2.01.08 “Letter of Acceptances” shall mean an intimation by letter, fax or email to the tenderer that the Tender has been accepted in accordance with the provisions contained therein.
- 2.01.09 “Engineer” shall mean the person representing The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and entrusted with work of supervision of work at the site.
- 2.01.10 “Contract Price” shall mean the total sum referred to in the schedule of quantities and rates and accepted by the owners.

2.02. **SITE**

2.02.01 The site for the project is the Effluent treatment plant and related areas owned by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) at Kuttanellur and Effluent treatment plant at Panchakarma hospital and Research Institute at Thrissur . The intending tenderer should inspect the site and familiarise himself with site conditions and available communication facilities, water sources and availability of power.

2.02.02. Entry into the project area will be restricted. Passes and permits will have to be obtained from the owners for entry of all persons and vehicles into the project area.

2.03 **SCOPE OF WORK**

2.03.01 The main scope of work

The capacity of Effluent treatment plant is 200 m³/day at Kuttanellur and 50KLD at Thrissur.

- a) Regular Operation & Maintenance of the 200 m³/day capacity Effluent Treatment Plant at kuttanellur and 50KLD Effluent Treatment at Thrissur in three shifts of 24 hours by providing manpower such as supervisor, operators and helpers specified in special conditions of contract.
- b) Compliance to safety rules and regulations.
- c) Preventive maintenance
- d) Breakdown maintenance
- e) Operating raw effluent pumping systems at the collection sumps
- f) Routine examination of raw effluent and treated effluent
- g) Keeping all the records, log books, inventory register, etc.
- h) Onsite training of the staff of the succeeding contractor for atleast 15 days in O&M and proper handing over of records and other valuable to his successor.
- i) Report any abnormalities in the flow meters, ETP, electrical fittings etc. To The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi).
- j) Assistance for Liasoning with Kerala State Pollution Control Board.
- k) DG running, filling of diesel in fuel tank and maintaining all the records
- l) Packing and storing of sludge in gunny bags.
- m) Unloading and stacking of chemicals and consumables in ETP
- n) Watering of plants in ETP.
- o) Others if any unless otherwise specified.

2.03.02 Validity of offer

The offer shall be valid for three months from the date of opening.

2.03.03 Payment

The payment will be released on monthly basis on completion of work after receipt of Contractor's invoice along with PF and ESI statement.

2.03.04 Quality of Service

The service provided by each person engaged by the Contractor/Agency shall be satisfactory to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

2.03.05 Removal of an employee from duties

If The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) intimates the Contractor/Agency regarding misconduct, incapability, delay in discharging duties or non-performance of any personnel employed by the Contractor, he shall be removed from his duties in The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and the Contractor/ Agency shall provide suitable substitutes immediately.

2.03.06 Assignment

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

2.03.07 Duty Mobile Phone

Duty mobile phones shall be provided by the contractor at his own cost for the staff in ETP and pump house for all the 3 shifts.

2.04 **CONTRACTOR'S PERSONNEL**

2.04.01 The Contractor shall provide and employ personnel having skills and competences in their respective fields and as per The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)'s requirements. The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) shall be at liberty to require the Contractors to remove forthwith from the site any person employed by the Contractor who in the opinion of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi), misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) to be undesirable and such persons shall be replaced by the Contractor without delay, with a competent substitute approved by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi).

- 2.04.02 Contractor has to ensure always the required staff specified in the Special Conditions of Contract for operating the plant. If at any time the employees engaged is found to be less than that is prescribed in special conditions of contract, The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) has every right to recover the wages of the short supplied staffs at penal rates.
- 2.04.03 It shall be the duty and responsibility of the Contractor to comply with all statutory requirements with regard to the employment of his personnel. He shall be liable for payment of ESI, PF, insurance, labour welfare fund and all other payments as necessitated by the relevant statutes or otherwise. For all purposes the personnel deployed by the Contractor is his / her employee.

Contractors should comply with the provision of Contract Labour (Regulation and Abolition) Act of 1970, Contract Labours (Regulation and Abolition) Central Rules 1971 and Minimum wages & Rules thereof and other related labour laws of Central and State Governments. Contractor also required to observe all statutory and legal requirements of Central and State Governments and other agencies applicable to the work as well as any local regulations applying to the site.

The Contractors must submit copy of the labour license from district Labour Officer, if applicable (of The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) jurisdiction) with 10 days from the date of issue of work order. The Contractors has to produce documentary evidence regarding ESI & PF registration and monthly remittance of ESI, EPF etc. as per prevailing rates of the Government on monthly basis or as and when asked for.

In case of non-payment of wages or any other dues to employees engaged by the contract, The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) reserved the right to make the payment and to recover the amount of such payment from the bill of the agency. From the second month's bill onwards documentary evidence/receipt to the effect that EPF & ESI has been remitted to the concerned office shall submit along with the bill.

Sales tax or any other Tax on materials and also on the turn over, if any, in respect of this contract shall be payable by the Contractor and The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) will not entertain any claim whatsoever in this respect.

The Contractor should comply with all applicable laws, Ordinance, Rules & Regulations and prescribed in Contract Labour Act 1970, EPF Act 1952, ESI Act 1948, Payment of Wages Act 1948, Industrial dispute Act 1947 and Workmen Compensation Act 1923 as amended upto date, in respect of this contract and shall pay at his own cost all charges in connection there with.

- 2.04.04 All employees shall be of Indian Nationality and it will be Contractor's responsibility to give temporary and permanent address. Convicted or penalised persons shall not be employed.

- 2.04.05 The Contractor shall engage only the persons proposed in the manning details furnished in the tender for the works. In unavoidable circumstances and due to reasons beyond the control where the Contractor is unable to make available the service of a person proposed in the manning schedule he should apply to change the person with equal or more qualification and experience with the detailed bio-data of the substitute proposed to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and get the approval before the substitution is made. Non observance of this stipulation will account to breach of contract and the Contractor will be responsible for the consequences thereof.
- 2.04.06 The Contractor shall supply necessary uniforms to the personnel engaged permanently such as Supervisor, Operator, Helper etc.
- | | |
|------------|---------------------------|
| Supervisor | - Blue Pant & White Shirt |
| Operators | - Blue Pant & Grey Shirt |
| Helpers | - Blue Pant & Shirt |
- 2.04.07 Immediately on entering into agreement the Contractor shall provide identity cards with passport size photograph for his staff. The identity cards should be worn by the Contractor and employees when they are within The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) premises. These identity cards should be returned to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) as and when the services are terminated or the contract is concluded with The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) . Non return of identity card will attract a penalty of Rs. 500 per persons which shall be revoked from any payment due to the Contractor. For engaging casual labour for exigencies and such other works, their details are to be submitted to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and temporary passes obtained before they are allowed within the The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) premises.

2.05 **INDUSTRIAL DISPUTE**

It is laid down that in case any industrial dispute has arisen or is apprehended between the Contractor and the employees/workmen, the Contractor is liable to see that the dispute is settled or to submit himself to legal proceedings rising out of such industrial disputes and The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) shall not be liable or responsible, in any manner, whatsoever, in this regard.

The Contractor has to ensure that the services are not distributed either due absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case workforce deployed by the Contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.

2.06 **PRESERVATION OF PEACE**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works.

2.07 AGE LIMIT OF LABOUR

The age limit foremployment of labourshall be in strict accordance with the existing labour legislation.

2.08 ATTENDANCE REGISTER

The Contractor shall maintain attendance registers and should make available at any time for verification by The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) and should be maintained at places as decided by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) of all those employed by him, on a daily and shift basis. The Contractor will be required to deploy his personnel at ETP and its related premises on round the clock basis on all days including Sundays and holidays.

2.09 SUB CONTRACTING

Normally no subcontracting or assignment of work shall be allowed. However, in exceptional cases due to reasons beyond the control of the contractors, he may request The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) for subcontracting certain special work and The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) may consider such requests on merit. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the contractor shall be liable for all the acts, defaults and neglects of the Sub Contractor, his agents, employees or workmen as full as they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

For enabling The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) to consider the request for sub-contracting part of the work as above, the Contractor shall furnish documentary evidence to the satisfaction of The Pharmaceutical Corporatio (IM Kerala Ltd.(Oushadhi) that the Sub Contractor possess qualification as per the contract requirement. But this will not be the sole consideration for The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) to decide whether to grant consent for sub-contracting work.

At any time of the Contract period the Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the Sub Contractors employed by him in the execution of the contract.

2.10 SPARES

All the necessary spares for the maintenance are to be arranged by the contractor and the payment for the same will be made against actual bill.

2.11 TOOLS AND PLANTS

All necessary tools and plants required for the maintenance work are to be provided by the contractor at no extra cost.

2.12 CHANGE IN INSTALLATION

The contractor shall not make any change in the original installation of their specifications without prior approval of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) or his authorised representative.

2.13 SAFETY REQUIREMENTS

The contractor has to take care of all the required safety procedures related to the work.

2.14 COMPLETION OF TENURE

On completion of the tenure of the agreement, if not renewed, the Contractor shall handover all the materials belongings to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)'s representative and the Contractor shall remove all materials belonging to him including the workforce without any delay. However, the Contractor shall continue to discharge their responsibilities till the next Contractor takes over the duty with same terms and conditions and the Contractor shall train the staff of the new Contractor.

2.15 FORCE MAJEURE

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

2.16 TERMINATION OF THE CONTRACT

The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) reserve the right to terminate the contract at any time with one months notice if the performance of the Contractor is not satisfactory.

2.17 JURISDICTION

Any dispute connected with this contract shall fall within the jurisdiction of Courts at Thrissur.

3.0 INSTRUCTION FOR FILLING UP THE TENDER FORM

1. The tenderer has to pay earnest money deposit as specified in the tender notice along with the tender. Tenders for which earnest money deposit has not been received shall be rejected. There shall be no exemption for any tenderer from submitting the earnest money deposit.
2. Certified copies of Registration Certificate, PAN, GST, ESI & PF registration will have to be furnished for considering the acceptance of the tender.
3. The tenderer shall be responsible for furnishing the necessary forms/ returns related to GST.
4. The tenderer should return the original tender document after putting the signature on all pages.
5. The tenderer shall execute a preliminary agreement on non-judicial stamp paper of value not less than Rs.200/- and enclose the same with the tender documents.
6. The tender of the tenderer not complying with the above instructions may be rejected.

I/We have carefully read the above said instructions and shall comply with the same.

Signature of the tenderer

4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 DETAILED SCOPE OF WORK AND SPECIFICATION

The contractor shall operate and maintain successfully and satisfactorily, the various systems of effluent treatment plant and related areas at The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) at Kuttanellur and Thrissur on round the clock basis on all days including Sundays and holidays for one year.

The Operation and Maintenance envisages all required tasks for

- 4.1.1. Regular Operation as per operating manual and keeping KSPCB standard and maintenance of effluent treatment plant, raw effluent pumping systems, treated water pumping system, etc. for one year.
- 4.1.2 Compliance to safety rules and regulations.
- 4.1.3 Periodical Maintenance

All the periodical / preventive maintenance of the effluent treatment plant and pumping stations including the electrical panels are to be carried out by the contractor.

- 4.1.4 Breakdown maintenance

The breakdown, if any for any of the components of the system are to be reported to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) immediately. The contractor has to make arrangement for attending the breakdown/repairs as per the direction of the engineers of the The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) The cost incurred for the repairs of machinery by other agencies will be re-imbursed as per actuals on production of documentary proof.

The power charges shall be borne by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi). Necessary chemicals like coagulant, lime, caustic , Poly Electrolyte, Activated carbon, etc., shall be arranged by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

- 4.1.5 Chemical treatment:

The required chemicals for the treatment will be arranged by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi). The chemical treatment is to be carried out as per the requirement to ensure proper treatment. Necessary stock register of chemicals to be used for treatment is to be maintained properly as per the instructions of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

- 4.1.6 All day to day maintenance activities normally minor nature would be carried out such as :
 - a) Gland changing of pumps
 - b) Oil changing of gear boxes
 - c) Greasing of bearings
 - d) Changing of leaky gaskets in pipe flanges, etc.

Consumables required for the above shall be arranged by the contractor at his own cost.

- 4.1.7 Assistance for Liasoning with Kerala State Pollution Control Board.
- 4.1.8 Packing and storing of sludge in plastic gunny bags.
- 4.1.9 Unloading and stacking of chemicals and consumables in ETP.
- 4.1.10 Watering of plants in the garden.
- 4.1.11 The various units of Effluent Treatment Plant (ETP) are:
 - (a) Pumping systems at sumps
 - (b) Pretreatment system consisting of screen chambers, grit separators and oil traps of ETP.
 - (c) Equalisation tank with pumping system in ETP.
 - (d) Aerobic treatment system with aeration tank, diffusers, blowers, etc. in ETP.
 - (e) Secondary clarifier System in ETP.
 - (f) Chemical treatment system consisting of flash mixer, flocculator, chemical mixing tank etc. in ETP.
 - (g) Tertiary clarifier System in ETP.
 - (h) Filtration cum disinfection system consisting of pressure sand filter, activate carbon filter, pumps, hypochlorite dosing system in ETP.
 - (i) Treated water collection and pumping system in ETP.
 - (j) Sludge handling system consisting of filter press and pumping system in ETP.
 - (k) Blower, generator system, MCC panel, electrical equipment, etc. in ETP
 - (l) Others if any unless otherwise specified.
- 4.1.12 The primary aim of O&M operation is the running and maintenance of the Plant efficiently and economically, so that the treated water from the ETP meets the standards prescribed by Kerala State Pollution Control Board.
- 4.1.13 The basic requirements for the successful Operation and Maintenance of the ETP are:
 - i. A thorough knowledge of the process.
 - ii. A thorough knowledge of the Plant and equipment provided in the treatment plant and their functions.
 - iii. Assignment of specific maintenance responsibilities to operating staff.
 - iv. Good housekeeping.

- v. Proper and adequate tools.
 - vi. Proper logging of all operation/maintenance activities.
 - vii. Keeping stock registers, etc.
 - viii. Observation of safety precautions and procedures.
- 4.1.14 The Plant operators should familiarise themselves thoroughly with each unit of the plant before handling the Plant units.
- 4.1.15 Opening or closing of necessary valves when pumping is commenced or stopped.
- 4.1.16 Taking samples of raw effluent and fully treated water, testing at reputed laboratory and recording of results in the register at required intervals.
- 4.1.17 Operating of all pumps and motors alternatively including standby ones.
- 4.1.18 Cleaning of various tanks in ETP once in a month, cleaning of plant premises, offices, blower room, DG room, etc. regularly on a daily basis and as and when required by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)
- 4.1.19 Backwashing of filters.
- 4.1.20 Recording the treated water quantity in the Plant using the electromagnetic flow meter and recording in register and forward monthly abstract to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi).
- 4.1.21 Packing and storing of the sludge after dewatering in filter press in plastic gunny bags.

4.2 Prices

The total contract amount is inclusive all taxes, duties, levies, etc. No extra claims will be entertained in this regard.

4.3 General

- a) Necessary penalty will be recovered as decided by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) for the following.
 - i. In case of the disturbance of the operation of the plant/ pumping station due to the non-availability/ absence of the operating staff.
 - ii. For the malfunctioning of the plant due to the improper operation of the components of ETP/ pumping station.
 - iii. Unreasonably long breakdown of the system.
 - iv. Non-supervision by the supervisors as per requirement.
 - v. The treated water is not meeting the norms of Pollution Control Board.
- b) TDS:-Taxes as applicable from time to time will be deducted from the payments.

- c) Testing of samples:- The required samples of the treated water is to be tested monthly and test reports are to be submitted to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi). The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) will test the treated water in an approved laboratory and if the results are not satisfactory suitable penalty shall be imposed on the Contractors.

The treated water generated from ETP should meet the standards prescribed by Pollution Control Board.

- 4.4** Staff pattern required for O & M to run the effluent treatment plant and related areas is as under (for 3 shifts of 24 hrs operation)

Location	No.of staff	Educational qualification and experience
Intermediate sumps in new and old plants	Helper- 3 Nos. for 3 shifts (1 No./shift)	1 year experience in the similar field
ETP	Helper – 3 Nos. for 3 shifts (1 No./shift)	1 year experience in the similar field
	Operator- 3 Nos. for 3 shifts (1 No./shift) at Kuttanellur and Operator -1 No,for Thrissur	ITI/ITC electrical grade certificate holder with 2 year experience in the similar field
ETP	Supervisor-1No. (General shift only)	Graduate in chemistry/ Diploma holder in chemical Engg. With 2 year experience in the relevant field with knowledge in computer / lab analysis.

Necessary duty reserve, leave reserve, etc. also to be provided as per requirement.

4.5 WORK ORDER BOOK

All the registers and log books required for the O&M shall be provided by the Contractor. The contractor shall have to maintain the Maintenance registers, log books, Snag register, etc. at the plant showing therein quantity of chemicals, consumables and materials used per day for each unit of operation, break-down occurred and repairs completed, other details if any, etc.

4.6 PERIODICAL REPORTS

The weekly service reports of the ETP and connected system are to be submitted to The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)regularly.

4.7 DAMAGES

In case of damages/ defects happened to the system due to the negligence or mistake of the serving personnel, the cost of repair is to be borne by the contractor.

4.8 GOVERNING OF LABOUR LAWS

The contractor shall be fully responsible for providing accommodation to all labourers employed by him under the prevalent rules of Central Govt., State Govt., or Local Body.

4.09 RATE OF O&M

The rate of O&M shall be inclusive of all taxes and duties for 12 months.

4.10 HANDLING OF CHEMICALS

Safety and facilities to the staff for handling of chemicals and equipment is an important consideration. Handling of chemicals needs special attention. Following instructions are for guidance of the contractor and observing them strictly at his cost.

Coagulant, Lime, etc.

For handling coagulant, lime and other chemicals, rubber apron, gloves and boots must be used and provided by the contractor to his staff at his cost.

4.11 TRANSPORTATION

Contractor will have to make his own arrangements like two wheelers for conveyance of his staff at his own cost. No facility will be provided by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi).

4.12 MEDICAL

Contractor has to provide medical facility to his staff at his own cost.

4.13 CONTRACTOR'S STAFF AND THEIR CONDUCT ETC.

- 4.13.1 All employees shall be of Indian Nationality and it will be contractor's responsibility to give temporary and permanent address. Convicted or penalised persons shall not be employed.
- 4.13.2 Regular salaries should be ensured to the staff as per minimum wages act. The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) will not take any liability in this respect. Contractor should submit monthly certificate for full payment to his staff on or before 10th day of every month.
- 4.13.3 Contractor shall arrange for substitute during any leave granted to the staff at his own cost.
- 4.13.4 The plant being a typical, visitors are expected to visit the plant, for which prior approval is to be taken from The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) It is expected that all staffs and supervisors be present and follow the directions of the The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) during the visits without any reservation.

4.13.5 Contractor will be solely responsible for all security issues related to his employees during O&M.

4.14 MAINTENANCE AND SUBMISSION OF RECORDS TO CLIENT

The contractor shall maintain various log books and records as per prescribed format of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) and submit the same once in a week. The details are as below:

- i) Quantity and hours of raw effluent pumping with log book.
- ii) Flow rate of effluent
- iii) Sample collection and analysis report of raw effluent sample of ETP
- iv) Log Book of major operations
- v) Dosing of chemicals
- vi) Flow rate of sludge
- vii) Flow rate of Treated Water using electromagnetic flow meter.
- viii) Sample collection and analysis report of treated water sample of ETP
- ix) Electrical parameters/reading of various equipment
- x) Electricity consumption of various electrical equipment, details of running of DG set, blower, etc.
- xi) Maintaining daily upto date running of filter press.
- xii) Routine maintenance
- xiii) Breakdown maintenance
- xiv) Stock register of chemicals, consumables, nutrients etc.
- xv) Others if any as required or as directed by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

4.15 After one year O&M the Contractor should hand over the plant to the Client with all electrical and mechanical equipments in good working condition.

4.16 The contractor should train next batch of operating staff nominated by The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi) for the smooth operation and maintenance of the plant before completing the one year O&M.

4.17 MAINTENANCE OF THE EQUIPMENTS

4.17.1 Daily maintenance schedule:

- a) Motors
 - i. Checking bearing temperatures.
 - ii. Checking for any undue noise or vibration.
- b) Panel, circuit breaker, starter, etc.

- i. Checking the phase indicating lamps.
- ii. Noting readings of voltage, current, frequency and others.
- iii. Checking the functioning of indication lamps.

4.18 PLANT MONITORING

4.18.1 The contractor shall maintain a record , for various parameters as indicated below:

i pH

Raw water
Settled water
Filtered water
Final treated water

ii pH paper required for shall be arranged by the Contractor at his own cost.

4.18.2 The contractor has also to arrange for analysis of treated water at the ETP from outside PCB approved laboratory once in a month. This sampling for analysis shall be monthly. The contractor shall have to bear the cost of taking samples, transporting to ETP to laboratory and get the same tested.

4.18.3 Daily on-off operation and routine cleaning of all light fixtures, ceiling fans, exhaust fans and allied fittings.

4.18.4 The cleaning materials such as brushes, brooms, dusters, washing solutions, detergent, phenol, air freshener, toilet soap, etc. shall be provided by contractor at his cost. All toilets and bathroom shall be kept clean, washed daily by using sanitary solutions and air fresheners at contractor's cost.

4.19 DEPLOYMENT OF STAFF:

4.19.1 The contractor shall provide two sets of uniform, one pair of gumboots, masks, gloves and one umbrella to each workman within two weeks from the date of start of operation and maintenance.

4.19.2 One laminated identity card with photograph attested by contractor shall be provided to each staff by the contractor after the approval of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

4.20 OTHERS

4.20.1 Cleaning of equalisation tank, flash mixer, clarifiers, tanks, etc.

4.20.2 Algae removal from walls of equalisation tank, flash mixer, clarifiers as and when instructed by the Engineer of The Pharmaceutical Corporation (IM) Kerala Ltd.(Oushadhi)

5. PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered into on thisday ofBetween The Pharmaceutical Corporation (IM) Kerala Ltd (Oushadhi) (Hereinafter called Owner on one part and Shri.....(name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the Operation and Maintenance of 200 m³/day capacity Effluent Treatment Plant at The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) and 50KLD Effluent Treatment Plant at Oushadhi Panchakarma Hospital and Research Institute at Thrissur And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of Rs.....(as per NIT) which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to Owner and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the Owner results, the same will be recovered from him as arrears of revenue but should it be a saving to Owner the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as Owner may decide.

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

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supercede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. Operation and Maintenance of 200 m³/day capacity Effluent Treatment Plant at The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi) and 50KLD Effluent Treatment Plant at Oushadhi Panchakarma Hospital and Research Institute at Thrissur.
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract within the period stipulated, Owner may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by Owner can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of Owner or any other officer or officers authorised by Owner taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised officer or officers shall be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to Owner under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as Owner may deem fit in this regard.

In witness where of Sri....., The Pharmaceutical Corporation (IM) Kerala Ltd,(Oushadhi) and Sri..... Contractor, have set their hands on the day and year first above written,

Signed by Sri..... The Pharmaceutical Corporation (IM) Kerala Ltd,(Oushadhi)

In the presence of witness

1.

2.

Signed and delivered by Sri....., Contractor in the presence of witness.

1.....

2.....