

**THE PHARMACEUTICAL CORPORATION (IM)
KERALA LIMITED**

THRISSUR

TENDER DOCUMENT

**Name of Work: Construction of Boundary Wall and Mazhamapini wall for
Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram,
Kannur District**

PROFORMA

1. Name of Work: : Construction Of Boundary Wall and
Mazhamapini wall for Medicinal Plants
Demonstration Garden at Oushadhi Compound
in Pariyaram, Kannur District
2. Estimated amount: : Rs. 2,03,000/-
3. Name of Bidder:
4. Address of the Bidder:
5. Telephone No. of the Bidder:
6. Date of sale of tender document:
7. Last date of receipt of tender
document:
8. Date of opening of tender document:
9. Details of EMD:
10. Time of completion: : 30 days from the date of confirmed order
11. Period of maintenance: : 12 months from the date of completion

Signature of Tenderer

GENERAL CONDITIONS

1. The tender shall be submitted in the document purchased from the Oushadhi office or downloaded from the website.
2. Last date of submission of tender is 17.09.2021 3.00 PM and tender will be opened on the same day at 3.30 PM.
3. No tenders will be accepted after the stipulated date and time.
4. The cost of tender document is **Rs.500/- + GST @18%**. Prospective bidders who download tender document are directed to remit the cost of tender document along with the tender.
Cost of tender document can be remitted in the form of DD drawn in favour of Managing Director Oushadhi, payable at Thrissur or by Cash. In case the tender cost is remitted by cash, its receipt shall be submitted along with the tender.
5. The cover containing the tender should be super scribed with words “**Construction of Boundary Wall and Mazhamapini wall for Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram, Kannur District.**”
6. The quotation should be submitted along with EMD of **Rs.3045** /-. EMD can be remitted in the form DD drawn in favour of Managing Director, Oushadhi payable at Thrissur or by cash.
7. Preliminary agreement duly filled in, self-attested copies of Aadhaar and PAN card of the bidder are to be submitted along with the tender.
8. The entire work shall be completed within **30 days** from the date of receipt of firm order.
9. EMD furnished by unsuccessful tenderers shall be refunded within 1 month.
10. An amount equal to 5% of the quoted amount of work should be remitted by the successful tenderer towards the security deposit which will be released only after 12 months from the date of completion of work. EMD remitted along with the tender can be adjusted against the security deposit. If the successful tenderer fails to remit the Security Deposit and execute an agreement in the prescribed format within 7 days from the date of receipt of our letter of acceptance, the tender is liable to be rejected and the EMD remitted shall be forfeited.
11. The rate quoted should be inclusive of all taxes, but excluding GST and it should be firm without any escalation till the orders is completely executed.
12. The payment in full will be released after 15 days from the date of submission of final bill after successful completion of the work.
13. Time being the essence of the contract, the time of completion stipulated should be strictly adhered to.

Signature of Tenderer

14. If the tenderer fails to satisfactorily complete the work within the period stipulated in the order, Corporation may at their option either (1) recover from the tenderer liquidated damages at the rate of 2% of the contract value, for every week or part there of delay subjected to maximum of 10% of the total contract value. (2) cancel the order wholly or partially and complete it themselves or reassign it to other agency at the risk and cost of the tenderer.
15. The tenderer should rectify the defects noticed during the guarantee period without any additional charges.
16. The tenderer can visit the work site prior to the submission of the tender if required.
17. Any clarification regarding the tender can be had from the office during the working hours on all working days.
18. The tender shall be kept open for a period of 60 days from the date of opening for acceptance. No escalation in quoted rates shall be allowed during this period.
19. Managing Director reserves his right to accept or reject any or all tender or invite fresh tender or recheck any of the above conditions without assigning any reason whatsoever. The decision of the Managing Director will be final and binding on all.

Signature of Tenderer

SCHEDULE OF QUANTITIES

Name of work: Construction of Boundary Wall and Mazhamapini wall for Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram, Kannur District.

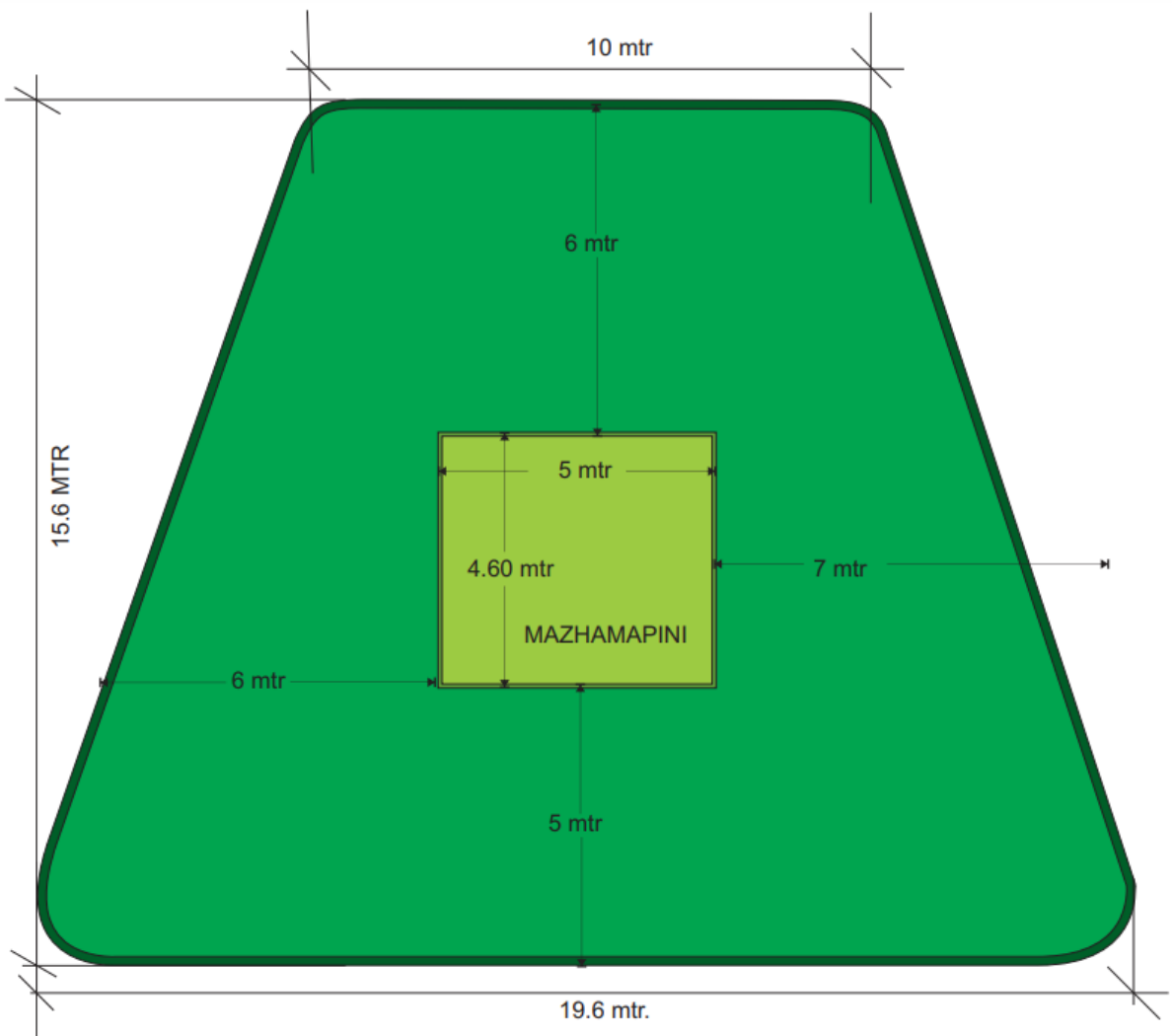
Sl No.	Description of work	Rate	Amount Rs.
1	<u>Construction of Boundary wall & Mazhamapini wall as per design (drawing is attached)</u> Boundary wall: - 90m length, 45cm height Laterite Masonry work Mazhamapini wall: - Construction work, Painting & other art works as per design		
	Total Amount		
Total amount in words			

Signature of Tenderer

Design for Construction of Boundary Wall and Mazhamapini wall for Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram, Kannur District

Oushadhi
Demonstration Garden





- Mazhamapini hight : 80 cm

 Pot : 90cm x 90 cm
- Boundary hight: 45 cm

PROFORMA OF PRELIMINARY AGREEMENT

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

Preliminary agreement entered into on this day of.....
Between The Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd (Oushadhi), Kuttanellur PO, Thrissur-680014 (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 'Construction of Boundary Wall and Mazhamapini wall for Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram, Kannur District'. 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 an additional sum of Rs.
which together with the amount of earnest money deposited 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 The Pharmaceutical Corporation (I.M) Kerala Ltd 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 tenderer to pay the requisite deposits, sign contracts or to take possession of the work, any loss to The Pharmaceutical Corporation (I.M) Kerala Ltd. will be recovered from him as arrears of revenue. But should it be a saving to The Pharmaceutical Corporation (I.M) Kerala Ltd. 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 The Pharmaceutical Corporation (I.M) Kerala Ltd. may decide.

Now therefore this 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 supersede those of the said tender form.
2. The Contractor hereby agree and undertake to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. Construction of Boundary Wall and Mazhamapini wall for Medicinal Plants Demonstration Garden at Oushadhi Compound in Pariyaram, Kannur District.).
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 as stipulated in the Notice inviting Tenders as quoted above within the period stipulated, The Pharmaceutical Corporation (I.M) Kerala Ltd. may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by The Pharmaceutical Corporation (I.M) Kerala Ltd.

can be realizing 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 The Pharmaceutical Corporation (I.M) Kerala Ltd. or any other officer or officers authorized by The Pharmaceutical Corporation (I.M) Kerala Ltd. taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorized 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 The Pharmaceutical Corporation (I.M) Kerala Ltd. under or by virtue of this agreement shall be recoverable 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 The Pharmaceutical Corporation (I.M) Kerala Ltd. may deem fit in this regard.

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

Signed by Sri..... The Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd.

In the presence of witness

1.....

2.....

Signed and delivered by Sri, The Contractor.