

**GENERAL CONDITIONS**

E-tenders are invited for the supply of the materials as specified in the Schedule below/attached.

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. 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.
3. The tenders will be opened on the appointed day and time in the office of the undersigned.
4. 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.
5. Time shall be the essence of the contract.
6. 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.
7. 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. Failure to execute the agreement within the period specified will entail the penalties set out para 10 below.
8. (a) 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.

b) The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd will be at liberty if and when found necessary to ask the successful tenderer, to deposit an additional amount of 2% of the value of contract as security and the tenderer shall be bound to deposit the amount within the period specified in the letter of the corporation.

c) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the Managing Director be purchased directly or by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any caused to The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd shall thereby together with such sums as may be fixed by The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd towards damages be recovered from the defaulting tenderer.

d) Even in cases where no alternate purchases are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

9. 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.
10. Ordinarily payments will be made only after 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.
11. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contract shall not underlet or sublet to any person or body corporate. The execution of the contract of any part thereof without the consent in writing of the Managing Director who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such decision, provided always that if such consent be given at any time the contractor shall not be relieved from any obligation, duty or responsibility under the contract.
12. In case the contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving order or orders for the administration of his

estate are made against him or in case any contractor shall commit any act of insolvency or in case in which under any clauses or sub clauses of this contract, the contractor shall have rendered himself liable to damages amounting to the whole of his security deposit in the contract shall there upon, after notice given by the Managing Director to the contractor be determined and The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd may complete the contract in such time and manner by such persons as The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of contract there to for committed by the contractor. All expenses and damages caused to The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd by any breach of contract by the contractor shall be paid by the contractor to The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd and may be recovered from him under the provision of the Revenue Recovery Act in force in the State.

13. (a) 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. Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abroad or business, or may be handed over to his agent personally or may be addressed to contractor by post at his usual or to last known place of abroad or business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which in the ordinary course of post of letter so addressed and posted would in his place of abroad or business.
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.