

The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd.
Thrissur - 680 014
Conditions of Tender for the Supply of Containers, Packing Materials, Stationeries, Sundry
Articles & Printing works for The Pharmaceutical Corporation
(Indian Medicines) Kerala Limited, for the year 2022-23

E-Tender is invited by the Managing Director, The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur for the supply of the articles as described in the schedule of articles for the period from 1st April 2022 to 30th September 2022.

1. Tenders will be opened by authority concerned as per the schedule.
2. The articles required are detailed in the classified schedules annexed and information as to samples, etc. may be had on personal application at the institution. In case of doubt the description of the articles shall be those given in the approved Pharmacopoeia or the Prevention of Food Adulteration Act.
3. 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.
4. 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.
5. Rates should be quoted for each article given in the attached schedule, No tenderer can quote more than one rate for one item. The decimal digits should be limited to two places. Only one sample should be produced for a single item. **Adequate Samples should be submitted in Separate Cover mentioning Item Number, Item Name and Name of the Tenderer to this office on or before 09.02.2022 Tenderers should quote their rate exclusive of GST.** No tender for the supply of articles marked 'current market rates' will be accepted, The contract rates should include charge for delivery of articles at the institution at Kuttanellur Factory or as per direction of the Managing Director.
6. 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.

7. **Each tenderer must remit an Earnest Money Deposit equal to 1% of total aggregate value offered through online.**
8. Request for treating security deposit in previous contract or payments under previous contract or otherwise as EMD will not be entertained or considered.
9. Managing Director is competent to draw samples of any articles supplied by the contractors and the contractor is bound to supply the same free of cost during the period of contract. Such samples will be subjected to analysis by the Managing Director and taken on the basis of the analytical report regarding the quality of the articles which shall be final and binding on the contractor. The Contractors should distinctly understand that their supplies should conform to the specification given in the approved Pharmacopoeia & Samples.
(a) The quality etc. of articles 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.
10. The tenderer should upload the following documents.
 - a. GST Registration Certificate
 - b. Adhar Card with signature and separate photograph duly attested by a officer officer
 - c. Copy Of Income Tax return or Solvency Certificate or Credibility Certificate from Bank
 - d. PAN Card
 - e. Preliminary Agreement – Stamp paper of Rs.200/-
11. The acceptance or otherwise of tenders will be communicated to the tenderers in writing.
12. The Managing Director reserves to himself the right to reject the tender or to accept the tender for the supply of all the articles or for only one or more of the articles tendered for in a tender without assigning any reason whatsoever.
13. The earnest money deposit will be returned to the unsuccessful tenderers after the accepted tenders are finalized and the contract signed. The successful tenderer will also be required to deposit on or before the dates specified for execution of the agreement 5% of the value of the supplies undertaken as security deposit in the office of the Corporation. **The security deposit will be refunded on successful completion of the supply as per the agreement.** 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.
14. The successful tenderers will be required to enter into an agreement in Kerala Stamp paper (stamp duty to be paid by the contractor) with the Managing Director.
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 (14) 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 contract shall not be sublet without the permission of the Managing Director.
18. 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.
19. No advance cash will be made to the contractor.
20. Payments will be made to the contractor after **two months from the date of receipt of materials** of the contractor subject to the availability of funds.
21. The loss on Pharmaceutical Corporation, if any incurred on account of purchase from elsewhere by failure, neglects or refusal on the part of the contractors to supply according to the terms of agreement, will be recovered from them. If any articles or materials supplied by the contractor have been partially or wholly used or consumed in the corporation and they are subsequently found to be bad, unsound, unmerchantable inferior in quality or discretion or otherwise faulty or unfit for use or unwholesome, then the contract price or prices of such articles or materials will be recovered from the contractors, if payment had already been made to them. The ancillary losses including the product cost and other charges occurred to the company in this connection also will be recovered from the contractor. The decision on assessing the loss due to supply of inferior quality material should be rest with the Managing Director, Oushadhi . For infringements of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Managing Director and the contractors shall be liable for all losses sustained by the pharmaceutical corporation (Indian Medicines) Kerala Ltd in consequences of the termination. The loss may be recovered from the security deposited by the contractors or other money due or to become due to them. In the event of such amount being insufficient the balance may be recovered personally from the contractors from their properties, provided further that and it is distinctly understood, if any of the said articles and or things are not available in the local market or if it is not possible for the Managing Director to purchase the said articles and or things in time Managing Director in his sole discretion or for any person authorized to purchase substitutes for the said articles and or things and to recover from the contractor the difference if any between the price or prices of the said substituted articles and /or things which may be so purchased or the money which may have been paid for the same and the price or prices payable under this contract to the contractor for similar articles or things which he had contracted to supply.

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.
23. Notwithstanding anything contained in clause No. 4 above, the Corporation shall have the right to acquire containers and packing materials and other items from such bodies or associations at the corporation may recommend or notify.

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| Superscription | Tender No. P/174/D/2021-22 |
| Due Date & Time of Submission of tender | 09.02.2022, 4.00 pm. |
| Date & Time for Opening of tender | 11.02.2022, 10.00 am |
| Date upto which rates are to be firm | 60 days from the date of opening of the tender |
| Price of tender form | Rs. 1180/- including GST |
| Address for remittance of EMD | The Managing Director The pharmaceutical corporation (Indian Medicines) Kerala Limited Kuttanellur P. O., Thrissur– 14 |

* 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+GST @18% |
| 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+GST @18%. |