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The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd.

Kuttanellur P. O., Thrissur - 680 014

(A Govt. of Kerala Undertaking)



TENDER CONDITIONS

CONTAINING GENERAL CONDITIONS AND SCHEDULE
FOR THE SUPPLY OF RAW MATERIALS

**The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd.
Thrissur - 680 014**

**Conditions of Tender for the Supply of Raw Materials for The Pharmaceutical Corporation
(Indian Medicines) Kerala Limited, for the year 2023-24 (I)**

Re 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 15th May 2023 to 30th September 2023.

1.
 - (i) Storable articles, diet and non-diet, aerated waters, etc. Consist of articles which must be supplied in such quantities as required by the Managing Director from time to time.
 - (ii) Perishable consist of perishable articles of daily supply. Purchase orders for each item required will be given to the contractors concerned.
2. Tenders will be opened by authority concerned as per the schedule.
3. 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.
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. 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.
6. 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 25.04.2023 Tenderers should quote their rate exclusive of Tax.** 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.
7. **Tender for "Bhasmasindhoorams" can be quoted only for licensed manufacturers and copy of manufacturing license should be uploaded along with Tender.**

8. 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.
9. Each tenderer must remit an Earnest Money Deposit equal to 1% of the total aggregate value of the articles offered through online.
10. Request for treating security deposit in previous contract or payments under previous contract or otherwise as EMD will not be entertained or considered.
11. 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 authorised in this behalf by the Managing Director and their finding shall be final as to the acceptance or rejection as the case may be.
12. The tenderer should upload the following documents.
 1. Preliminary Agreement – Stamp paper worth Rs.200/-
 2. Copy of Adhar card pasted with a signed photograph duly attested by a Gazetted officer.
 3. Copy of GST Registration Certificate if applicable.
 4. Copy of Income tax return /Solvency Certificate/Credibility Certificate from Bank.
 5. Copy of PAN card.
 6. Copy of Manufacturing License (**Applicable for Basmasindhoorams**).
13. The acceptance or otherwise of tenders will be communicated to the tenderers in writing.
14. 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.
15. The earnest money deposit will be returned to the unsuccessful tenderers after the accepted tenders are finalized and the contract settled. 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.
16. 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.
 17. 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.
 18. 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.
 19. The contract shall not be sublet without the permission of the Managing Director.
 20. No articles shall be supplied to the corporation except on a requisition in writing signed by Managing Director or such other person authorised by the Managing Director in writing to do so.
 21. No advance cash will be made to the contractor.
 22. 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.
 23. 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.

24. 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.
25. Notwithstanding anything contained in clause No. 4 above, the Corporation shall have the right to acquire raw materials and other items from such bodies or associations at the corporation may recommend or notify.

Superscription	Tender No. P/43/RM/2023-24 .
Due Date & Time of Submission of tender	25.04.2023
Date & Time for Opening of tender	27.04.2023, 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. 1180/- including GST

* 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

Tender value up to Rs. 10 lakhs - 0.2% of the value rounded to the nearest multiple of 100, subject to a maximum of Rs.1500+18% GST

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

GENERAL CONDITIONS

Re 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 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. **The tenderer shall undertake to supply materials according to the standard sample and/or specifications. The items should be supplied in new bags. The bags should not be torn/deteriorated/unhygienic, and if supplied so the entire consignment is liable to be returned. Bags and Bundles should not exceed 60 kg weight.**
17. No representation for enhancement of rates once accepted will be considered.
18. 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/-
19. 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.