

**THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD.**

**PATHIRAPPALLY.P.O., ALAPPUZHA, KERALA-688521**

**FORM OF TENDER**

From

To

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

\*I /We am / are remitting / have separately remitted the required amount of Rs..... (Rupees ..... Only) as earnest money.

Yours faithfully

Signature .....

Address .....

Date:

\*(To be scored in cases where no earnest money deposit is furnished)

**(General Conditions on the reverse)**

## GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The Tenders should be submitted online through the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

a. For technical assistance of e-tendering, contact help desk at contact link in website.

[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) Thiruvananthapuram: 0471-2577088,2577188,2577388;  
Ernakulam: 0484-233006,2332262 (on all Govt. working from 9.30 am to 5.30 pm.

For clarification of tender documents/specifications/samples contact HOMCO at 9946668792 at working hours.

2. **TENDER FORM AND COST OF TENDER DOCUMENTS:-** **The cost of tender forms once paid will not be refunded.** The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

3. Intending tenderers should be submitted online within the prescribed time schedule.

4. **EARNEST MONEY DEPOSIT:-** (a) Every tenderer should pay **an earnest money of 2.5 per cent of the total cost of the articles tendered for (rounded to the nearest hundred rupee ) subject to a maximum of Rs.50,000/-**. The amount may be paid online. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three month of finalization of the contract. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

(b) **The exemption is not applicable to tenders for the supply of raw materials, or supply of stores on rate or running contract basis.**

### **THERE IS NO EXEMPTION FOR TENDER COST OR EMD**

5. The tenders will be opened on the appointed day and time via online through **e-tender website.**

6. **WITHDRAWAL FROM OFFER:** 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 HOMCO or such action taken against him as HOMCO think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (a) The tendered shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. HOMCO reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rests entirely with the HOMCO 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 as may be allotted to them.

10. In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

11. AGREEMENT:- Communication of acceptance of the tender normally constitutes 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, lawyer's 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 in para 12 below.

12. SECURITY DEPOSIT:- (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to **5 per cent of the value of the contract as security** for the satisfactory fulfillment of the contract **less the amount of money deposited by him along with his tender**. The amount of security may be paid online or as Demand Draft from any nationalized bank in favour of Managing Director HOMCO, payable at Alappuzha. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of HOMCO. 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 HOMCO and contract arranged elsewhere at the defaulter's risk and loss incurred by HOMCO 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 firm is a registered firm, HOMCO recommends for cancellation of their registration.

PARTIAL SUPPLY:- (b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased 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 HOMCO shall thereby together with such sums as may be fixed by the HOMCO towards damages be recovered from the defaulting tenderer.

(c) 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.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10 % of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. RELEASE OF SECURITY DEPOSIT:- The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the HOMCO and the contractor, the HOMCO shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, 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 HOMCO to the contractor. In all cases where there are guarantee for the good supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B Accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/ Security deposit is not releases within the period specified for no fault of the Contractor, the loss incurred to HOMCO shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/ Security Deposit."

14. PAYMENTS TO SUPPLIERS/CONTRACTORS:- (a) All payments to the contractors will be made by the Purchasing Officer in due course:-

(i) by cheques (at par cheques) of the State Bank of India / UCO Bank / any nationalized Bank having branches in Alappuzha.

(ii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) All incidental expenses incurred by the HOMCO for making payments outside the district in which the claim arises shall be borne by the contractor.

15. REBATE / DISCOUNT OFFERED:- The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. **Ordinarily payments will be made only after the supplies are actually verified and taken to stock** but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of HOMCO. Bank charges incurred in connection with payment against documents through bank will be to the account of contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind/withdraw 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 sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing officer to the contractor, be determined and the HOMCO may complete the contract in such time and manner and by such persons as the HOMCO shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the HOMCO against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to HOMCO by

any breach of contract by the contractor shall be paid by the contractor to HOMCO and may be recovered from him under the provisions of the Revenue Recovery Act in Force in the State.

19. DEFAULT SUPPLIER:- (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 HOMCO (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 HOMCO by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the HOMCO shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the HOMCO under and by virtue of this contract, it shall be lawful for the HOMCO from and out of any moneys for the time being payable or owing to the contractor from the HOMCO under or by virtue of this contract or otherwise to pay and reimburse to the HOMCO 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 so 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.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or HOMCO or any other person authorized by HOMCO and set off against any claim of the Purchasing Officer or HOMCO for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing officer or HOMCO or any other person authorized by HOMCO. Any sum of money due and payable to the successful tendered or contractor from HOMCO shall be adjusted against any sum of money due to HOMCO from him under any other contracts.

21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode 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, a letter so addressed and posted would reach his place of abode or business.

**22. The tenderer shall undertake to supply materials according to the standard sample and/ or specifications.**

23. (a) **No representation for enhancement of rates once accepted will be considered.** However, in exceptional cases if HOMCO is convinced of any compelling need for enhancement of rate, it may do so.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to HOMCO.

**24. Any attempt on the part of the tenderers or their agents to influence the officers concerned in HOMCO in their favour by personal canvassing/threatening/misconduct will disqualify the tenderers.**

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. SAMPLES: Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'fright to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched as to reach the purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. HOMCO will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. **Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples.** Tenders for the supply of materials are liable to be rejected unless samples, if called for of the materials tendered for are forwarded.

27. **TEDERS BY EMAIL**: only online submission through e-tender website will be accepted.

**28. (a) The basic prices and taxes should be quoted separately as in the BOQ. If different bidders quote different rates of taxes erroneously the basic price will be taken for evaluation.**

(b) In case payment of customs/ excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment:-

“Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sale tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of.....under Registration No ..... for purposes of sales tax.”

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. **PRELIMINARY AGREEMENT TO BE SUBMITTED ALONG WITH TENDER:-** The tenderer should send along with his tender and agreement executed and signed in Stamp Paper of value Rs.50/-. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright.

But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Due date and time for submission of tender	05.12.2020 at 6.00 pm
Date and time for opening of tender (Technical Bid)	07.12.2020 at 11.00 am
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be send:	On line submission through <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>

Name of Officer:

Dr.P.JOY, Managing Director

Station : Pathirappally

Date :12.11.2020

Whether samples essential: YES, wherever necessary.

Period within which goods should be delivered: As per purchase order.

Rates should be quoted for delivery f.o.r Pathirappally at HOMCO.

Other special conditions: nil.