

**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)

**Cntd...**

## GENERAL CONDITIONS

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

1. This tender is an e-Tender and is being published online for the **LOGISTIC-KERALA**. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

2. The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### ➤ **Online Bidder registration process:**

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

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

### ➤ **Online Tender Process:**

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** NA
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

➤ **Documents Comprising Bid:**

**(i).The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):**

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

SL NO	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
1	The bidder must be an Indian firm/ organization	Copy of Certificate of Incorporation issued by Registrar of Companies
2	The bidder must have a valid GST Registration and attach the proof of the GST tax registration.	Registration Certificate
3	Major customer list should be provided which may include pharma companies.	
4	The bidders will be qualified after technical analysis.	
5	The comparison of Bids for the award of the order will be based on Technical Criteria. Evaluation by the Technical experts & Purchase committee will be treated as final. <b>The Managing Director, HOMCO reserves the right to reject any tender or all the Tenders without assigning any reason therefore.</b>	
6	All the pages of Tender form should be duly signed.	

The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

**(ii).The Second Stage (Financial Cover or as per tender cover system):**

The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed Rate:** Rates quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable rate quotation will be treated as non - responsive and rejected.

3. **TENDER FORM AND COST OF TENDER DOCUMENTS:-** **The cost of tender forms once paid will not be refunded.**

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

5. **EARNEST MONEY DEPOSIT:-**

(a) Every tenderer should pay **an earnest money of 2.5% of the total cost of the articles tendered for (rounded to the nearest hundred rupee ) subject to a maximum of Rs.50000/-.**

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) THERE IS NO EXEMPTION FOR TENDER COST OR EMD.**

The Bidder shall pay, a tender document fees of Rs. 2500/- + 18% GST and Earnest Money Deposit of Rs.50000/-. The EMD is required to protect the purchaser against risk of Bidder’s conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

**State Bank of India Multi Option Payment System (SBI MOPS Gateway):** Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System.

<b>A) Internet Banking Options (Retail)</b>			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		

28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks\*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** options to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

#### ➤ **SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on

[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

**It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

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

7. 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.

8. The final acceptance of the tenders rests entirely with the HOMCO who do not bind themselves to accept the lowest or any tender.

9. 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.

10. 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 13 below.

11. 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 EMD 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.

12. 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 released 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.”

13. 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.

14. 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.

**15. Ordinarily payments will be made only after the deliveries are actually verified.**

16. 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.

17. (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.

18. **DEFAULT CONTRACTOR**:- (a) The contractor is liable to pay the whole loss happened to HOMCO.

(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 solely in Alappuzha.

19. 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.

20. 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.

**21. 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.**

22. 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.

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



24. **The basic rates 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**

25. **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.”**

26. 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.

27. (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 there under 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.

28. **PRELIMINARY AGREEMENT TO BE SUBMITTED ALONG WITH TENDER:-**

The tenderer should send along with his tender an agreement executed and signed in Stamp Paper of value Rs.200/-. A specimen form of preliminary 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	30.11.2020 at 6.00 pm
Date and time for opening of tender (Technical Bid)	02.12.2020 at 11.00 am
Date up to which the rates are to be firm	
Price of tender form	See the table under clause-5
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be send:	On line submission through

Name of Officer: Dr. P.JOY, Managing Director

Station : Pathirappally

Date : 09.11.2020

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

Rates should be quoted for delivery FOR at consignee address.

Other special conditions: nil.