

**THE KERALA STATE  
HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD.(HOMCO)**

(Reg.No. T-432)

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Tender No. HOMCO/T-23/2019-20/N

Dtd. 16.03.2020

**FORM OF TENDER**

**INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page nos.</b>
<b>1</b>	<b>Introduction</b>	<b>2</b>
<b>2</b>	<b>Project Information</b>	<b>3</b>
<b>3</b>	<b>Instruction to Bidders</b>	<b>4-5</b>
<b>6</b>	<b>Technical evaluation criteria</b>	<b>5-6</b>
<b>7</b>	<b>Definition</b>	<b>6-7</b>
<b>8</b>	<b>Conditions of contract &amp; Special conditions</b>	<b>7-8</b>
<b>18</b>	<b>Letter of submission of tender</b>	<b>8-9</b>
<b>19</b>	<b>Manufacturer's authorization form</b>	<b>10</b>
<b>22</b>	<b>Check list</b>	<b>11-12</b>
<b>23</b>	<b>General information about tenders</b>	<b>13</b>
<b>24</b>	<b>Offer form</b>	<b>14</b>
<b>25</b>	<b>Service Center details</b>	<b>14</b>
<b>26</b>	<b>Preventive maintenance &amp; calibration check list</b>	<b>15</b>
<b>27</b>	<b>Power of attorney</b>	<b>16</b>
<b>28</b>	<b>Annual Turnover statement</b>	<b>16</b>
<b>29</b>	<b>Declaration form and format for completion schedule</b>	<b>17</b>
<b>31</b>	<b>Abbreviations</b>	<b>18</b>
<b>34</b>	<b>Form of agreement</b>	<b>19-21</b>
<b>35</b>	<b>Proforma of Bank guarantee</b>	<b>22-23</b>

## INTRODUCTION

- 1.1 **The Kerala State Homoeopathic Co-operative Pharmacy Ltd- (HOMCO)-**,Tender Inviting Authority, is a registered Co-operative Society bearing Reg. No. T- 432 (Sponsored by Govt. of Kerala & Aided by Govt. of India), for manufacture of Homoeopathic Medicines. Started functioning in 1978 as a Co-operative venture of Homoeopathic doctors of the State and Govt. of Kerala for preparing and supplying high quality medicines at affordable price, HOMCO becomes the pioneer in this field by catering medicinal requirement of almost all the State Govt. institutions in India. HOMCO also meets the open market demand and enters export market recently to Middle East. It is the only one public sector unit with GMP certificate. Its uniqueness is the assured quality of medicines at Govt. controlled price. HOMCO is running in profit for the last 25 years with good financial stability. It is a trustworthy institution in all aspects like medicine supply, purchase and payments.
- 1.2 Due to increasing demand from market HOMCO struggles hard to satisfy its customers with time limited supply. To overcome this situation, HOMCO is in a phase of vast expansion programs. As a part of this expansion programs, we are constructing an additional WHO GMP compliant manufacturing unit. The civil construction is over and this tender procedure is for the project which is scheduled to be commissioned within 6-8months.
- 1.3 In this tender, the lowest price is not the sole criteria for selecting the manufacturers/dealers of the equipments /suppliers/Contractors. The two bid system, which is followed, has been designed to eliminate those manufacturers/dealers of the equipments/Suppliers, Contractors which do not match the technical specifications or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the equipments. i.e., to provide after sales support for a period of minimum 5 years from the date of liability period of One year after the successful completion and commissioning of the work / installation and to ensure 98 % uptime in performance/operation of the equipment.
- 1.4 Every paisa spend by the Company is public money and hence accountable. Therefore, after sales service and up-time guarantee on the performance of the equipment purchased by the Company have to be given utmost importance. Company will be dealing with defaulters, which may lead to black listing and recovery of damages. We request our valuable suppliers to avoid all such unpleasant situations.
- 1.5 It is also essential while dealing with public money that utmost transparency has to be maintained in the procurements of the Machinery/Equipments etc. All decisions will be published from time to time on our website [www.homcokerala.com](http://www.homcokerala.com). The Company will uphold the fundamental “right to be heard’ enshrined under the Constitution of India and will take harsh decisions only after providing opportunity for hearing/submission of facts.

## PROJECT INFORMATION

1. Owner : M/s. KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO)
2. Project Title : **CONSTRUCTION OF MODERN FACTORY CUM LAB FOR HOMCO AT VALIYAKALAVOOR, ALAPPUZHA - SUPPLY OF SS DRAIN TRAP (for sterile area).**
3. Project Location : Valiyakalavoor, Alappuzha, Kerala.
4. Project Office : KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO)  
PATHIRAPPALLY P.O., 688 522, ALAPPUZHA-,  
KERALA STATE, SOUTH INDIA,  
Ph: 0477-2258665, Fax: 0477-2258012
5. Consultants Office : M/s. KNACK Technocrats  
42, Avinash, 7 Bungalows,  
J.P. Road, Andheri (W),  
Mumbai – 400 053
6. Nearest Railway Station : Ernakulum, Kerala
7. Nearest Airport : Cochin
8. Climatic Condition : Tropical
9. Ambient Air Temperature
  - a. Maximum : 35 DEGREE CELSIUS □
  - b. Minimum : 17 DEGREE CELSIUS
10. Relative Humidity
  - c. Maximum : 92
  - d. Minimum : 60
11. Approx. cost of Tender : **Rs 6.7 Lakhs (Approx)**
12. Time allotted for completion : **One Month.**

## INSTRUCTIONS TO BIDDERS

- 1 The tenders/bid shall be accepted through online mode on the website and no manual submission shall be entertained. Those bidders who wish to take part in the e-tender process should get Certified digital signature.  
The tenders without the documents mentioned therein will be summarily rejected.
2. The tender should be submitted in two covers through online as detailed below :
  - A **Cover 1. TECHNICAL**  
This shall contain Scanned copy of the following
    - i) Registration certificate.
    - ii) Latest Income Tax Clearance Certificate,
    - iii) Annual Turnover P & L statement for the last three years,
    - iv) Details of similar supply executed by the tenderer during last three years giving the names and addresses of clients, consultants and the value.
    - v) And any other relevant documents necessary for evaluation.
    - vi) Letter of submission - in the format.
    - vii) Techno-commercial deviation statement.
    - viii) URS of the item/ equipment/Machinery (if applicable).
  - B **Cover 2 : Financial bid.**
    1. Financial bid shall be opened only of those tenderers who are technically qualified.
    2. The prices should be quoted in the original BOQ given in the tender document.
    3. Tenderers may visit the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and see the means of access to study the drawings & specifications and all other factors governing the supply before quoting the rates.
    4. Earnest money of unsuccessful bidder will be returned soon after the finalization of tender procedure by online. Earnest money of successful bidder shall be returned only after successful completion of the supply and liability period(if applicable). No interest shall be paid on the EMD.
    5. **Tenderer should quote the rates for all the items.**
    6. The rate quoted by the tenderer shall be the total landed value of any item inclusive of loading / Unloading, transportation, erection charges, royalties, rents and octroi, excise duty, sales tax or any other duties / taxes / levies applicable on the material obtained.
    7. If any discrepancy / misprint are noticed in any drawing / specification or B.O.Q., it should be clarified from the Client/Consultant before quoting the rates.
    8. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.
    9. The Owner do not bind themselves to accept the lowest or any other tender and reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
    10. **The drawing for the item is given along with tender document. The contractor has to make the item strictly per the drawing. The drawing and design of the item is to be issued to HOMCO for approval, prior to**

**manufacture. One sample item is to be supplied to HOMCO for approval before making the quantity as per purchase order.**

11. The tenders shall be opened and evaluated by the Purchase Committee and the successful bidder shall be informed.
12. The contractor/supplier whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of work/supply as performance guarantee where, 2.5% in the form of **Demand Draft** and the remaining in the form of DD / an irrevocable **Bank guarantee** from a Nationalized Bank or Scheduled Bank, both in favour of the Managing Director, The Kerala State Homoeopathic Co-operative Pharmacy Ltd. (HOMCO) in accordance with the form as per the format attached. The successful tenderer shall also execute and agreement in a non-judicial stamp paper worth Rs.200/- as per the format attached.

### **TECHNICAL EVALUATION CRITERIA SHEET**

This sheet should be filled up after reading the complete tender document and relevant details asked for should be enclosed with this sheet.

#### 1.0 **Eligibility Criteria**

The Tenderer should meet the following minimum eligibility criteria:

Bidder who fulfills the following requirement shall be eligible to apply. Joint ventures of whatsoever kind are not accepted.

a. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.

b. Experience of having successfully completed Supply/works/ Purchase order during the last 3 years ending last day of the month previous to the one in which applications are invited. The supply/works completed up to previous day of last date of submission of tenders shall also be considered.

Three similar supply/works each costing not less than Rs. 2.5 lakhs

Or

Two similar supply/works each costing not less than Rs. 5 lakhs

Or

One similar supply/work costing not less than Rs. 10 lakhs

c. **Turnover:** Average annual financial turnover on construction works should be more than 25 lakhs during the immediate last three consecutive financial year ending 31st March, 2019. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.

d. **Profit / loss:** The Company should have a positive Net Worth in last Five years ending FY2018-19. This should be duly certified by the Chartered Accountant.

e. The bidder shall provide warranty for a period of minimum one year from the date of taking over by the HOMCO authorities.

2.0 Copies of latest income tax clearance certificate, solvency certificate and annual turn over details.

3.0 All terms and conditions, technical specifications, drawings and volume of supply/job is duly understood.

Yes / No

- 4.0 If any deviation is wanted, it should be clearly filled in the enclosed sheet giving reasons for wanting the deviation.
- 5.0 Copies of Certificates from the Clients and Consultant.
- 6.0 Credentials of main owner and supplier giving details of qualifications and experience.

**DEVIATION STATEMENT**

Sr. No.	Item No. / Clause No.	Item / Clause Description as per Tender	Deviation asked for by Bidder	Reason for asking Deviation

I /We hereby declare that the information provided above are correct and in accordance with the tender filled by us. The deviation not mentioned in this document but observed in the tender will be sufficient reason for disqualifications of my / our tender.

**DEFINITIONS**

In this contract, the following words and expressions shall have the meanings as stated below :

‘**OWNER**’ shall mean M/s. KERALA STATEHOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO), and shall include their successors and assigns, as well as their authorized representatives.

‘**CONSULTANT**’ shall mean **M/s KNACK Technocrats** and shall include their authorized representatives of the Engineering Consultants appointed by owner for the project.

‘**ENGINEER-IN-CHARGE**’ shall mean the engineer appointed by the owner to supervise all activities of the project.

‘**TENDERER**’, shall mean the construction company / agency who quotes against the tender enquiry for undertaking the work.

‘**CONTRACTOR / SUPPLIER**’ shall mean the successful bidder whose tender has been accepted by the owner and to whom the order is placed by the owner and shall include his heirs, legal representatives, successors etc.

‘**PERMANENT WORKS**’ shall mean all the works included in the schedule of quantities and shall include additions, alterations etc.. communicated in writing.

‘**SITE**’ shall mean the actual place, i.e. Alappuzha, Kerala where the project is to be executed.

‘**PROJECT**’ shall mean entire work specified in the contract documents inclusive of extra items / extra quantities (if any) executed during the contract period.

‘**ACCEPTANCE LETTER**’ shall mean written consent by a letter of owner to the tenderer intimating him

that his tender has been accepted.

‘**CONTRACT**’ shall mean written the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the Owner and the Contractor.

‘**DATE OF CONTRACT**’ shall mean the date on which the Owner has issued acceptance letter.

‘**CONTRACT PERIOD**’ shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

‘**COMPLETION CERTIFICATE**’ shall mean the certificate issued by the Owner to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant’s certificate to owner about the completion of job.

‘**EXTRA ITEMS**’ are those items which are not appearing in the B.O.Q. but are required to be executed during the project period and for which rates are to be derived as per the formula given in the conditions of contract.

## **CONDITIONS OF CONTRACT**

### **PROJECT INFORMATION**

#### **General :**

The detailed information of the item/equipment given below is as per our present requirement. However, it is not binding on the owner in any way and shall not govern the scope of supply/works.

**The Contractor is bound to supply the materials as per the actual requirements at site and the owner is not liable to pay any amount for the supply made in excess over and above the actual requirements.**

#### **1.0 Location of Site :**

The project site is located at Valiyakalavoor, Alappuzha-Dist., Kerala.

### **7.0 TERMS OF PAYMENT:-**

**7.1 Usually there will not be any advance payment. If specifically requested / required, 30% of value of supply/work shall be paid as advance after executing the agreement against bank guarantee as per store purchase rules after approving the design, drawing and receipt of one sample material with approval.**

**7.2 The contractor is to supply the items which are actually required as per the requirement of client and site conditions.**

**7.3 65% (if advance is not paid, 95%) of total purchase order will be released within 10 days after successful supply at site in all aspects.**

**7.4 Balance 5% of bill amount and the 5% of Security deposited along with the agreement will be released only after one month of satisfactory performance.**

#### **7.5 SPECIAL CONDITIONS**

7.6.1. Payment will be made against actual supply/works mentioned in the purchase order. No payment will be made for the excess materials supplied over and above the actual usage / requirement.

7.6.2. Any deviation from the approved BOQ / specifications, the supplier/contractor should immediately intimate the

HOMCO with financial implications – if any, and get the approval before executing the changes / deviation.

7.6.4 If the contractor cannot supply as per P.O or partially or fully withdraw from the contract, the balance supply will be arranged by HOMCO at the risk and cost of the supplier/Contractor and the Security deposit and EMD will be forfeited and recover the balance amount due for the contract so far executed.

7.6.5 Any attempt to influence the responsible officers or Tender inviting authority by any means for any unlawful advantage or any misbehavior or unruly incidents are noticed, the contract will be terminated and the losses sustained by HOMCO due to this will be recovered from the supplier/Contractor.

**LETTER OF SUBMISSION OF TENDER**

(see Cl.5.2)

**MANUFACTURER’S OFFER FORM**

(to be submitted by manufacturers )

No.

Dated:

To

**The Managing Director,**

**M/s. Kerala State Homoeopathic Co-operative Pharmacy Ltd (HOMCO)**

**Pathirappally,**

**Alappuzha, Kerala**

**(Tender Inviting Authority)**

Sir,

Tender No :

Equipment Names :

Having examined the tender document relating to the supply of item/Machineries & Equipments comprising of the Tender Notice, Conditions of Contract, Specifications etc.. and having understood the provisions and requirements relating to the supply/work, having conducted a thorough study of the item/job, location of the site(if applicable), transportation and communication facilities and all other factors governing the supply/work, I/We hereby submit our offer for the execution of the proposed supply/work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me / us in the accompanying Price Bid. I/We agree to keep the tender open for **Ninety days (90)** from the date of opening thereof and not to make any modifications in its terms and conditions.

1. We ..... (name of the OEM) declare that we are the original manufacturers of the



above item/equipment having registered office at ..... (full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_

2. No company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender (whichever is applicable)..
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the item/equipments tendered within the stipulated time.
5. I/We confirm having deposited earnest money of Rs..... (Rupees.....) by Demand Draft/Bank Guarantee No..... dated..... drawn on..... Bank, ..... branch attached here to.
6. I / We further confirm that :
  - 6.1. I / We have successfully supplied and commissioned various similar nature of item/equipment and I / We have vast experience in handling large supply/works of this nature.
  - 6.2. I / We have sufficient qualified manpower and necessary materials and equipments to execute the work efficiently.
  - 6.3. The quoted rates shall be valid upto the completion of the supply/work or 90 days whichever is the longest.
  - 6.4. I / We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation / discrepancy except that specially mentioned in deviation sheet enclosed with the tender.
  - 6.5. I/We hereby declare that I/We shall treat the tender documents and other records connected with the supply/work as secret/confidential documents and shall not communicate the information derived there from to any person other than a person to whom I/We am/are otherwise to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of the Tenderer

Postal Address

WitnessSignature

Name

Occupation

Postal Address

(see Cl.5.2)

**MANUFACTURER'S AUTHORISATION FORM**

(to be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

The Managing Director

Kerala State Homoeopathic Co-operative Pharmacy Ltd (HOMCO)

(Tender Inviting Authority)

Dear Sir,

Tender No :

Equipment Names :

1. We ..... (name of the OEM) are the original manufacturers of the above item/equipment having registered office at ..... (full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no..

2. No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC (whichever is applicable) as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.

4. We also hereby declare that we have the capacity to manufacture and supply, the quantity of the item/equipments tendered within the stipulated time.

(Name)

for and on behalf of M/s. \_\_\_\_\_

Date: (Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

## CHECK LIST

Name of the Tenderer

Vendor Registration No.

Sl.No	Item	Whether included – Yes/No	Page No
A. Check list & Financial details.			
1	Check list as per Annexure VIII.		
B. Registration Documents			
5	Power of Attorney as per format in Annexure XVI wherever necessary		
6	Copy of registration documents proving the registration of the place of business and showing the details of partners / promoters / board of directors etc. (as applicable for the type of firm it is registered.) a. Memorandum of Association and Articles of Association / In Company Certificate. b. Proprietary Registration Certificate c. Partnership deed. d. Society Registration Certificate.		
7*	Audited Accounts Statement of the following documents for the financial year 2016-17, 2017-18 & 2018-19. a. Annual Report, Balance sheet, P&L Statement. For the last three years b. Turn over statement as per Annexure XVII c. IT Returns.		
8	Sales tax clearance certificate as on 31-3-2019.		
9	Details of Service centers as per Annexure XI. (wherever necessary)		
10	Documents showing service centre facilities in Kerala/India. (Any valid address proof) (wherever necessary)		
C. Technical Documents			
11	The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealers/importers for Kerala/ South India/India		
12	Technical literature, product data sheet with original brochure and other documents proving that the item/equipment meet all the technical parameters		
13	Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and		

	justifications.		
14	Offer form as per Annexure X		
15	List of customers/clients of the offered model in Kerala and South India (government and private instructions separately with name/designation of the contact person, phone number/fax/e-mail )		
16	Preventive Maintenance check list as per Annexure XII (wherever applicable)		
17	Calibration Check list as per Annexure XIII (wherever applicable)		
18	Tender document terms & conditions acceptance declaration as per Annexure XVIII signed & sealed by the tenderer or the authorised signatory.		
19	Copy of Amendment published if any signed by the tenderer or the authorised signatory.		
20	Supply / work order copies and performance reports for the last 3 calendar years of the offered model from the user institutions showing the following details.		
	a. tenderer and manufacturer have been in the business of the supply and installation of the item/ equipment offered for the last three years		
	Experience of having successfully completed supply/ works during the last 7 years ending last day of the month previous to the one in which applications are invited. The supply/works completed upto previous day of last date of submission of tenders shall also be considered.  Three similar works each costing not less than Rs. 7 lakhs Or Two similar works each costing not less than Rs. 10 lakhs Or One similar work costing not less than Rs. 15 lakhs		
	c. Satisfactory performance certificate from at least 50 % of installed equipments of same type and make/same or lower or higher configuration in the health care institutions / Pharmaceuticals.		

Kerala State Homoeopathic Co-operative Pharmacy Ltd (HOMCO)

**GENERAL INFORMATION ABOUT THE TENDERER**

1	Name of the Tenderer	MANAGING DIRECTOR
2	Registered Address of the company: (Address, tel, fax, e-mail, website)	KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD.(HOMCO) Pathirappally.P.O Alappuzha, Kerala-688521 Ph. 0477-2258665, 2258012 Web. <a href="http://www.homcokerala.com">www.homcokerala.com</a> ., email: homcokerala@gmail.com
3	Office Address E-mail website	do
4	Contact Person Designation Mobile Phone No Telephone No Fax No e-mail	Dr.S.Suresh Chief Pharmacy Officer & Project Co-ordinator Ph. 9946668792 email: <a href="mailto:homcokerala@gmail.com">homcokerala@gmail.com</a> <a href="mailto:cpo.homco@kerala.gov.in">cpo.homco@kerala.gov.in</a>
5	Key Personnel : (Chairman / Managing Director/Managing Partner etc)	Dr.P.Joy Managing Director
6	Whether the tenderer Original Equipment Manufacturer or the authorised dealer/representative? If authorised dealer/representative, then name of the Principals/OEM	NA
7	Registration No. & Date of incorporation of Company	Reg. no. T-342 dtd. 16.05.1975
8	Principal Place of Business	All India
9	Act/Rule under which the firm was registered	The Kerala Co-operative Act-1969
10	Type of Company (Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.)	Limited
11	Turn Over of the company 2016-17 2017-18 2018-19	
12	Number of offices / centers in Kerala/South India/India	one
13	Whether any criminal case was registered against the company or any of its promoters in the past Yes/ No	No
14	Other relevant Information provided *	HOMCO is a State Govt. sponsored Homoeopathic medicine manufacturing unit. For details see our website <a href="http://www.homcokerala.com">www.homcokerala.com</a> .

Date : Office seal

Signature of the tenderer/ Authorised signatory

**Annexure- X  
OFFER FORM**

I. Having examined and accepting the conditions of the tender document no ..... we here by submit this offer for the supply of item/equipments / materials conforming the detailed technical specification and quantity mentioned in section IV of the tender document. The details of the equipment offered are as follows.

Name of the equipment	Model name (s) of the equipment offered	Original Equipment Manufacturer	Quantity offered

II. a) We also hereby declare that we have not supplied the same make or with same/lower/higher configuration of the offered equipment in any of the health care institution/ pharmaceuticals.

OR (Strike out which is not applicable)

b) We hereby declare that we have supplied ..... nos of item/equipment offered, with the same /lower/ higher configuration in the following health care institutions/ Pharmaceuticals and the performance certificate obtained from ..... nos of healthcare institutions/ Pharmaceuticals enclosed in the technical bid.

Name of the institution	Name of the Equipment	Model	Original Equipment Manufacturer	Quantity supplied

Date : Office seal

Signature of the tenderer/Authorized signatory

**Annexure- XI  
SERVICE CENTRE DETAILS  
(wherever applicable)**

Sl. No	Name and address of the service center (s)	Phone Nos.	Fax no	e-mail address	No of Service engineers
1					
2					
3					

Sl.No	Name of Service Engineer	Mobile number	Location
1			
2			
3			

Toll free no. (If any) :  
Name of service Head :  
Mobile no :  
Date :

Office seal

Signature of the Tenderer/Authorized signatory

**Annexure- XII**

**PREVENTIVE MAINTENANCE CHECK LIST**

**(wherever applicable)**

Equipment Name :

Model :

Sl. No.	Activities carried out during Preventive Maintenance visit	Visit 1	Visit 2	Visit 3	Visit 4
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

(put 'Z' in the appropriate visit during which the activity is carried out)

Date :

Office seal

Signature of the tenderer/Authorized signatory

**Annexure- XIII**

**CALIBRATION CHECK LIST**

**(wherever applicable)**

Equipment Name :

Model :

Sl. No.	Parameters to be calibrated	Frequency of calibration required
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Date :

Office seal

Signature of the tenderer/Authorized signatory

**Annexure XVI**

**POWER OF ATTORNEY**

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorise Sri/Smt .....(name and address) who is presently employed with us and holding the position of ..... As our attorney, to act and sign on my/our behalf to participate in the tender no..... for ..... (Equipment name). I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the \_\_\_ day of 201\_

For \_\_\_\_\_  
(Name, Designation and Address)

Accepted \_\_\_\_\_(Signature)  
(Name, Title and Address of the Attorney)

Date : \_\_\_\_\_

**Annexure- XVII.**

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year Turnover in Lakhs (Rs)
1	2016-17 -
2	2017-18 -
3	2018-19-

Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per year - Rs. \_\_\_\_\_ Lakhs.

Date:

Signature of Auditor/ Chartered Accountant  
(Name in Capital)

Seal:



**Annexure- XVIII**

**DECLARATION FORM**

I/We M/s. \_\_\_\_\_ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at \_\_\_\_\_

do hereby declare that I/We have carefully read all the conditions of tender No..... DATED ..... for supply SS Drain Trap floated by the Kerala State Homoeopathic co-operative Pharmacy Ltd., Pathirappally.P.O, ALAPPUZHA and accepts all conditions of Tender.

Signature of the tenderer/Authorized signatory

**FORMAT FOR COMPLETION SCHEDULE**  
**(wherever applicable)**

Sl. No	Activities description	Responsibility	Period in weeks	
			Week starting	Week ending
1	Placement of order (effective date of order)	HOMCO		
2	Finalize contract agreement (ACCEPTANCE OF purchase/Work Order)	Supplier		
3	Visit HOMCO collection of data required by supplier			
4	Submission of QAP/data/drawing by supplier to HOMCO officers for reference /approval i)Load data ii) Foundation drawings iii)General layout/ arrangement drawings			
5	Procurement of materials			
6	Fabrication/Manufacturing			
7	Procurement of bought out items			
8	Shop testing/ painting			
9	Packing/ forwarding shipment			
10	Receipt at HOMCO site			
11	Site Preparation			
12	Erection works			
13	Final inspection & testing			
14	Testing/ trials/Commissioning			
15	Performance guarantee test			
16	Finish painting			
17	Site documentation			
18	Handing over			

Signature of the tenderer/Authorized signatory

## ABBREVIATION

1.	URS	:	User Requirement Specification.
2.	HOMCO	:	Kerala State Homoeopathic Co-operative Pharmacy Ltd.
3.	DQ	:	Design Qualification
4.	IQ	:	Installation Qualification
5.	OQ	:	Operational Qualification
6.	PQ	:	Performance Qualification
7.	SS	:	Stainless Steel
8.	RHS	:	Right Hand Side
9.	MOC	:	Material of Construction
10.	KW	:	Kilo Watt
11.	HP	:	Horse Power
12.	RPM	:	Rotation Per Minute
13.	FLP	:	Flame Proof
14.	CGMP	:	Current Goods Manufacturing Practices
15.	O&M	:	Operation and Maintenance
16.	GA	:	General Arrangement
17.	SLD	:	Single Line Diagram
18.	HOD	:	Head of Department
19.	QA	:	Quality Analysis
20.	MRP	:	Maximum Retail Price
21.	NMT	:	Not more than
22.	VFD	:	Variable frequency drive
23.	T.I.C	:	Temperature Indicator cum Controller

*Details are to be provided by vender.*

## AGREEMENT ON STAMP PAPER

This agreement is executed this the ..... day of .....2020 between M/S ..... here in after called the contractor/s which expression shall include its executors, administrators, legal representative and assigns of the first part and **M/s KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO)** (Herein after called the owner) of the second part. Whereas ..... the owner is desirous of – Supply of SS Drain Trap to be used for Sterile Pharma areas for the **MANUFACTURING UNIT OF HOMOEOPATHIC MEDICINES** at Kalavoor, Alappuzha as per drawings & specification prepared by **M/s. KNACK Technocrats** - the consultants and the supplier/contractor/s has/have by his/their tender dated ..... as amended by the supplier's/contractor's –supplier's/ contractor's letter no. .... dated ..... offered to execute and fully complete the above work in the owner's premises for the owner as set forth in the tender or as amended and the schedule bill quantities particular specifications, ISI specifications, drawings special conditions of the supply/contract, scope & performance schedule and general conditions of the supply/contract, according to the terms and conditions contained there in for an approximate total sum of Rs. ....  
Rs.....) and the owner has accepted such item rate/percentage rate/ Lump sum tender in terms of its letter no. dtd. ....

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The contract/s covenant/s and agree/s with the owner that the contractor/s with in the time of ten months from the date stipulated in the acceptance letter shall execute and fully complete all the works specified described or referred to in and by the said tender or as amended according to the true intent and meaning of the said tender or as amended and as per the schedule bill of quantities particular specifications ISI specification drawings & Instructions issued from time to time special conditions of the contract scope & performance schedule general conditions of the contract.

The contractor/s covenant/s and agree/s with the owner to truly observe perform fulfill & submit to the said terms obligations and conditions referred above. Incase the contractor fails to execute the work in the manner described in the condition of contract or stop the execution of work or fails to carry out the works to the satisfaction of the consultant with respect to quantity quality and time schedule or abandons the work or becomes bankrupt then the owner will have right to terminate the contract and get the remaining work executed at the risk and cost of the contractor. It is agreed that time is of the essence of this contract. Incase the work is not completed in the manner mentioned above to the complete satisfaction of the owner in every respect within the aforesaid time limit of 10 months from the date stipulated in the work order the

contractor/s agree/s to pay compensation of ½% of the value of the contract sum for each week of delay beyond the date stipulated for completion subject however to a maximum of 4% of the value of the contract sum. In case the contract completes the work earlier than stipulated time he will be entitled to receive bonus at the rate of ½% of value of contract sum of each week of early completion.

2. In consideration of the satisfactory work executed by the contractor/s with the provisions as stated above the owner covenant/s with the contractor/s that it will pay to the contractor/s from time to time in accordance with the schedule bill of quantities and various terms/ conditions as contained in general conditions of the contract and special conditions of the contract, provided always that whether or not a work is satisfactory shall be decided by the consultant and its decision in this behalf shall be final and binding.
3. The rates for items whether termed as extra items or deviations or by whatever name called and which are not covered by the tendered rates will be worked out in accordance with clause 4.7 of the general conditions of the contract only.
4. Sales tax by whatever name and in whatever form it may be in all cases shall be the contractor's /contractor's responsibility. Income tax work contract tax & taxes in pursuance of U.T. sales tax amendment and validation ordinances and or the Act thereof and or other amendments as may be made from time to time or taxes as results of subsequent orders/ ordinances/acts as issued by the state or central govt. from time to time shall be borne by the contractor/s.
5. The contractor shall abide by shall be responsible for all statutory provisions of the law such as labour laws & safety regulations etc.
6. This agreement further witnesseth that the contractor/s hereby covenant/s with the owner that in the event of the non-fulfillment in any respect by the contractor/s of the said covenant/s terms, agreements, obligations and conditions on the part of the contractor/s, the contractor shall pay on demand to the owner all losses, damages, costs, charges and expenses as the owner may be directly or indirectly put to in consequence of such non fulfillment of contract by the contractor/s.
7. In the event of any dispute arising out of or in connection with arbitration proceedings, or any proceedings being taken subsequent to the arbitration proceedings, it is further agreed that only the courts in Alappuzha shall have the sole jurisdiction in the matter.
8. The following documents are deemed to form part of the agreement, namely the tender, the price bill of quantities, the drawing issued for the work, schedule 'B' particular specifications, special conditions of the contract and general scope performance schedule conditions of the contract, all of which for the purpose of identification have been signed on behalf of the owner and by the contractor/s. The relevant ISI will also form part of this agreement. The letter of acceptance and their amendment etc. shall also form part of the

agreement.

9. The agreement further witnesseth that the contractors is are responsible for any accident or other compensations payable to the workmen employed by and working under the control of contractors, that the owner has no liability in the matter and that if any payment would have to be made by the owner, the same shall be re-imbursed by the contractors on demand and or recovered from the dues of the contractors. In witnesses whereof the said parties here to have here unto set their hands.

**For & On behalf of HOMCO**

.....  
.....

**Owner/Employer**

**SIGN OF THE CONTRACTOR**

**Date:-**

**Witnesses:-**

1)

2)

## PROFORMA FOR BANK GUARANTEE

Bank Guarantee No.:

Date :

This GUARANTEE BOND made on this ..... day of ..... by the ..... and having its registered office at ..... (herein after called the 'BANK' which expression shall include its successors and / or assignees) in favour of M/s KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO), having its registered office at Pathirappally, Alappuzha, Kerala (herein after called the 'OWNER' which expression shall include its successors and / or assignees) in pursuance of an agreement entered into (hereinafter called 'THE AGREEMENT') between the Owner and the ..... (Herein after called 'THE CONTRACTOR') for completing the Civil work (PCGI Paneling work), as specified and as per terms of the agreement, the Bank agrees to the following :

We ..... (herein after referred to as Bank) do hereby undertake TO PAY THE OWNER AN AMOUNT NOT EXCEEDING Rs..... (Rs..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by ..... by reasons of any breach by the said contractor of any of the terms or conditions contained in the said agreement.

We ..... do, at the request of the said contractor(s) hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the Owner, stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by Owner by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amounts due and payable by and liability of the Bank under the Guarantee and we... do hereby undertake to pay the Owner the amount demanded notwithstanding any dispute or disputes raised by the said contractor(s) on any ground whatsoever and notwithstanding any dispute or disputes raised by the said contractor on any ground whatsoever and notwithstanding any proceedings pending in any court or tribunal relating to the said agreement or this Guarantee, the liability of the Bank under the Guarantee being absolute and unconditional. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs.....Only)

We ..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to

be enforceable till all dues of the Owner under or by virtue of the said agreement have been fully paid and it's claim satisfied or discharged or till Owner certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee, unless a demand or claim under the guarantee is made on us in writing on or before the ..... , we shall be discharged from all liabilities under this guarantee thereafter.

4. We ..... further agree with Owner, that the owner has fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime or from any time to time, any of the powers exercisable by the Owner against the said contractors and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liabilities by reason of any such variation or extension being granted to the contractors, or for any forbearance, act or omission on part of the owner or any indulgence by the owner to the said contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would, but for this position have effect of so relieving us.

5. We ..... lastly undertake not to revoke this Guarantee during its currency without the previous consent of the owner in writing and that our liability under this Guarantee shall not be impaired or extinguished on account of any change in the constitution of the said contractors.

Dated the ..... day of ..... for .....Bank Ltd.

**Signature of Banker**