THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD.

(HOMCO)

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 HOMCO, 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 **"Tender for Purchase of Impalable Lactose Monohydrate IP/BP/(USP-NF) with (HMS/HPI)"** 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.
3. **Online Bidder registration process:**

   a) Bidders should have a Class III category 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. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one- time process without any registration fees.

   b) 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 or helpetender@gmail.com for assistance in this regard.

   c) For clarification of tender documents/specifications/samples contact HOMCO at 9946668795 at working hours.
4. **Online Tender Process:**

   The tender process shall consist of the following stages:

   a) **Downloading of tender document**: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

   b) **Pre-bid meeting**: Nil

   c) **Publishing of Corrigendum**: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

d) **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. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

e) **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.

f) **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.

5. **Eligibity Criteria**

a) The bidder must be an Indian firm/ Organization.

b) Bidder shall be a manufacturer having valid manufacturing license or direct importer holding valid import license. Distributers / Dealers / Suppliers / Agents are also eligible to participate in the bids by producing authorization certificate from the manufacturer. Bids without authorization letters will be disqualified.

c) **The manufacturer of item should possess a WHO-GMP certificate or an equivalent certification.**

d) If manufacturer is not available for imported goods then authorized dealer shall be allowed to quote the tender. But such authorized dealer should be regular supplier of quoted product of that manufacturer for preceding three years from the date of opening of technical bid and Authority letter & valid import license (wherever applicable) should be submitted along with tender.

e) The product should have at least 3 years standing in the market.

f) The average annual turnover of last 3 financial years should not be less than 150% of the Estimated Cost.

g) The bidder must have valid GST registration.

h) **The basic rate quoted should include all charges like transportation, loading, unloading charges, toll, Octroi fees etc. (excluding GST/IGST).**

i) The Company/Manufacturer which has been black listed either by tender inviting authority or by any State Govt. or Central Govt. organization shall not be allowed to participate in the tender during the period of black listing.

j) The bidder should be an income tax payee.

k) The bidder should have experience of at least three years of supply of the quoted material / items to Govt. institutions, PSUs, NGOs and Private Ltd Companies.

l) Documentary evidence regarding constitution of the company,/ concern such as Memorandum of articles of association, partnership deed etc with details like Name, Address, Telephone Number, Fax Number, Email address of the firm with Names of the Managing Director / Partners / Proprietor should be provided.

m) Duly filled up & signed Bidder's profile must be provided as shown in Annexure I

n) Attested copy of instruments such as Power of Attorney, Resolution of Board etc, or a letter (as Annexure II) authorizing an officer of the bidding firm to submit their bids. Such authorized Officer should sign the bid documents.

o) Bidder should have experience and knowledge of modes of packing, distribution and transportation of quoted products/ items under any weather conditions.

p) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.

q) Price Preference / purchase Preference to PSU s/SSI Units shall not be applicable.

r) Sample of items should be sent along with the hard copy of documents submitted online and both should reach the Tender inviting authority on or before bid opening date.

s) 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. The Managing Director, HOMCO reserves the right to reject any tender or all the Tenders without assigning any reason therefore**.**

t) All the pages of Tender form should be duly signed.

6. **Documents Comprising Bid:**

a) 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	CRITERIA	DOCUMENTS TO BE UPLOADED
1	Bidders profile	Annexure 1 duly filled up & signed copy
2	Bidder's Annual Turnover	Turnover Certificate from the Chartered Accountant for the last three financial years
3	Those who are the manufacturer	Manufacturing license
4	Those who are the importer	Valid import license and Authorization Certificate from the manufacturer
5	Those who are the Distributers / Dealers / Suppliers / Agents	Authorization Certificate from the manufacturer
6	The bidder must have a valid GST Registration	GST Registration Certificate
7	Power of Attorney	Power of Attorney **or** Resolution of Board **or** Annexure II duly filled, signed & sealed.
8	Bidders Financial Statements	True copy of Audited Financial Statements during the last three financial years
9	Bidder should be income tax payee	Copy of PAN card
10	Customer list	Minimum 5 customers with address and contact numbers.

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

b) 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 price: Prices 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 price quotation will be treated as non - responsive and rejected. The rates quoted should be **only in Indian currency**. Tenders in any other currency are liable to rejection.

7. TENDER FORM AND COST OF TENDER DOCUMENTS:- **The cost of tender forms once paid will**

not be refunded. Exemption allowed as per G.O(P) No. 10/2023/SPD dtd 11.12.2023

8. Intending tenderers should be submitted online within the prescribed time schedule.
9. **EARNEST MONEY DEPOSIT:-**

(a) Every tenderer should pay **an earnest money of Rs. 3,78,000/- .** The amount may be paid online. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. The earnest money of the unsuccessful tenderers will be returned automatically when the tender procedure is finalized 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 Bidder shall pay, a tender document fees of 0.15% of the cost of tender rounded to the nearest multiple of 100, ie., Rs.25,000/- + 18% GST.

(c) **Exemption allowed as per G.O(P) No. 10/2023/SPD dtd 11.12.2023**.

10. **Online Payment modes**: The tender document fees and EMD can be paid online through e-Payment facility provided by the e-Procurement system. 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.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	22	Saraswat Cooperative Bank
2	Axis Bank	23	ShamraoVithal Cooperative Bank
3	Andhra Bank	24	South Indian Bank
4	Bandan Bank	25	Corporation Bank
5	Bank of Bahrain and Kuwait	26	Cosmos Bank
6	Bank of Baroda	27	DCB Bank
7	Bank of India	28	Dena Bank
8	Bank of Maharashtra	29	Deutsche Bank
9	Bassein Catholic Co-operative Bank	30	Dhanalaxmi Bank
10	BNP Paribas	31	Federal Bank
11	Canara Bank	32	HDFC Bank
12	Catholic Syrian Bank	33	ICICI Bank
13	Central Bank of India	34	IDBI Bank
14	City Union Bank	35	Indian Bank

15	Karnataka Bank	36	Indian Overseas Bank
16	Karur Vysya Bank	37	IndusInd Bank
17	Kotak Mahindra Bank	38	Jammu & Kashmir Bank
18	Lakshmi Vilas Bank	39	Janata Sahakari Bank
19	Mehsana Urban Co-op Bank	40	Standard Chartered Bank
20	NKGSB Co-operative Bank	41	State Bank of India
21	Oriental Bank of Commerce	42	Syndicate Bank
43	Punjab and Maharashtra Cooperative Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
44	Punjab National Bank	51	Tamilnadu Cooperative Bank
45	Punjab and Sind Bank	52	The Kalyan Janata Sahakari Bank
46	RBL Bank	53	Tamilnad Mercantile Bank
47	UCO Bank	54	Vijaya Bank
48	Union Bank of India	55	YES Bank
49	United Bank of India		

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

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** option 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.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.**

c) 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.

11. **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 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.

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

13. 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.

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

15. (a) The tenderers 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.

16. 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.

17. 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.

18. 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.

19. 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.

PARTIAL SUPPLY :- (a) In cases where a successful tenderer, after having made partial supplies fails to fulfill 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.

(b) 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.

(c) 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, up to 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.

20. RELEASE OF SECURITY DEPOSIT:- (a) 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.

(b) 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.

21. PAYMENTS TO SUPPLIERS/CONTRACTORS:-

(a) All payments to the contractors will be made by the Purchasing Officer in due course:-

i. By RTGS or 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.

(c) Payments will be made only after the supplies are physically verified and QC passed and taken to stock. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor

22. 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.

23. 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.

24. 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.

25. 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.

26. <u>DEFAULT SUPPLIER</u>:- (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.

27. 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.

28. 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.

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

30. (a) **No representation for enhancement of rates once accepted will be considered.**

(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.

31. 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.

32. 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.

33. 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 'freight to pay' will not be accepted. The approved samples may or may not be retuned at the discretion of the undersigned. Sample send 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 send 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 if 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.

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

35. (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.

36. 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 there under, 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."

37. 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.

38. (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.

39. <u>PRELIMINARY AGREEMETNT TO BE SUBMITTED ALONG WITH TENDER:-</u>

The tenderer should send along with his tender and 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	24.03.2026 At .6.55 pm
Date and time for opening of tender (Technical Bid)	26.03.2026 At 9.00 am
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be send:	On line submission through www.etenders.kerala.gov.in.

Name of Officer: Managing Director

Station: Pathirappally

Date: 10.03.2026

Whether samples essential: YES.

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

Rates should be quoted F.O.R delivery Pathirappally at HOMCO.

Other special conditions: Nil.

ANNEXURE- I

BIDDER'S PROFILE

Tender No.HOMCO/T-168/2025-26

For **Tender for Purchase of Impalable Lactose Monohydrate IP/BP/(USP-NF) with (HMS/HPI)**

1.	Name of the Bidder				
2.	Full Postal Address				
3.	Telephone No. / Fax No.				
4.	Email address				
6.	Registration No., Date & validity status				
7.	Issued by				
9.	Details of manufacturing activity & item wise capacity				
10.	Name of Govt. Departments/Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period	Name	Quantity	Value	Period
11.	Has the bidder ever been black listed by any Govt. agency?				
12.	Are any cases pending in the court related to any supplies?				
13.	Does the firm have the adequate facilities for Inspection and quality control				

I ..... Prop./Partner/Director of M/s .....
.....

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

Signature & Seal

ANNEXURE II

No: Dated:

To,

The Managing Director

The Kerala State Homoeopathic Co-Operative Pharmacy Ltd

Pathirappally

Alappuzha

Tender No:

Dear Sir,

We .....who are established and reputable manufactures of..... having factories at ....registered office at ..... possessing manufacturing License No. ..... dated ..... valid up to ..... hereby authorize ..... (Name and Designation of representative) (with his/her signature.....), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

1.....

2.....

Signature

Name & Designation