Office: Pathirappally
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Pin - 688 521

**Kerala State Homoeopathic Co-Operative Pharmacy Ltd.** Phone: 477 2258012
(Sponsored by government of Kerala & aided by govt. of India) : 477 2258665

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# RE TENDER FOR SUPPLY AND INSTALLATION OF SERVER AND ACCESSORIES at M/s. HOMCO's New Factory Building, Valiyakalavoor".

Website for e-tender: www.etenders.kerala.gov.in

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## SECTION I
## 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 cGMP 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 manufacturer. The two bid system, which is followed, has been designed to eliminate those manufacturers 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**. 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.

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**1.6** The objective of maintenance of the equipments, site preparation, timely replacement of consumables, calibration of sensitive equipments, up gradation of technology, training to the staff could be achieved only with the active involvement and support of the manufacturers/dealers of the equipments.

**1.7** The 3rd Installment of payment to the successful tenders will be settled after obtaining a 'one month performance certificate' from the head of the department – one month period is a period of trail run - during which the performance of the equipments will be keenly observed. We ensure that the technical specifications are not biased towards a particular equipment/firm, through consultations during the pre-tender meetings with the prospective tenderer's. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if , the department certifies the equipment required is of proprietary nature. Since the equipments procured are dealing with manufacture of medicines, it is our endeavour to ensure that most modern, but proven and durable equipments are procured and supplied. The tender documents are prepared after assessing the market to meet such objectives.

Looking forward for a long standing good relation with you.

Best wishes,

Sd/-

Date: 23.11.2026 Managing Director, HOMCO & Tender Inviting Authority

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## SECTION II
## SCOPE & DESCRIPTION OF CONTRACT

**2.1 General Definition**

2.1.1 Government means Government of Kerala.

2.1.2 Purchase Committee is a Committee of all the concerned Officers, authorized to advice Managing Director on the purchases by **The Kerala State Homoeopathic Co-operative Pharmacy Ltd- (HOMCO)**.

2.1.3 Tender Inviting Authority is the Managing Director of the HOMCO, who on behalf of the Company calls and finalize tenders and ensure supply, installation, commissioning, validation and after sales service of the equipments procured under this tender document.

2.1.4 Blacklisting/debarring – the event occurring by the operation of the conditions under which the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VII) of this tender document, the period being decided on the basis of number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

**2.2 Scope**

2..2.1. The tenders are invited for the supply, installation, commissioning and validation of the equipments, the details of which are mentioned in Section IV/URS, needed for the company. The main objective is to obtain bulk discount and obtaining excellent after sales service to the equipments procured under this tender. For this, the Company will undertake and oversee the procurement process, ensure that the successful tenderer's are installing the equipments properly in the company specified and provide the after sales service during the agreed period of contract in respect of the equipments installed this contract to the satisfaction of the Tender Inviting Authority as well as the user level.

2..2.2. If the Tender Inviting Authority choose to place orders for supply, installation, commissioning and validation the successful tenderer is bound to supply the same make/model of equipment(s) at the same rates and under the same terms and conditions of this tender, placing the repeat order.

**2.3. Brief Description:**

2.3.1 A two bid system – consisting of technical bid and price bid - is adopted in the invitation of tenders. Those tenderers should submit the requisite information as needed in the technical bid document and demonstrate the features/specification of the equipment offered under this tender to the satisfaction of the Tender Inviting Authority will only be eligible for opening of price bids.

2.3.2 **All bid/tender documents are to be submitted online only on the e-Tenders website www.etenders.kerala.gov.in**. Technical bid and financial bid shall be submitted in their respective designated online covers. Tenders/ bids shall be accepted only through online mode on the website and no manual submission of the same shall be entertained. Late tenders will not be accepted. The scanned copies of registration certificate, Bid Capacity certificate shall be submitted online and subsequently in a separate covers. More details on EMD & Cost of Tender documents/bid submission fee are mentioned in the website etenders.kerala.gov.in.

2.3.3 The Price bids of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration, if required.

2.3.4 The tender documents could be downloaded from the website of the **www.etenders.kerala.gov.in.**

2.3.5 The tenders should be prepared and submitted as per the tender formats only prescribed in the e-tender documents in the website, and should be uploaded in the website etenders.kerala.gov.in within the stipulated time.

2.3.6 In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) is adopted.

2.3.7 The date of opening of tender technical bid is only published in advance. The date of opening of price bid will be decided after demonstration/obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.

2.3.8 Minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

2.3.9 The Company normally adopts three methods for verification of compliance of specification of the equipments, called “demonstration”, as follows, if required by.

2.3.10 The decision on the mode of verification of specification of the equipments will be decided after the technical evaluation by the consultant/concerned officer of the Company on the basis of expert advice. The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the suppliers site, if needed.

2.3.10.1. Demonstration of the specification of sample equipment at the head office of Tender Inviting Authority.

2.3.10.2. Inspection by a technical committee or the representative of the Tender Inviting Authority at the nearest third party location where the successful tenderers have installed a same make/model of the equipment.

2.3.10.3. Demonstration of the specification at the Company after installation of the equipment.

2.3.11 There will not be any individual communication in respect of general notices, amendments, etc. The prospective offers are advised to check for updates in the website **www.etenders.kerala.gov/ www.homcokerala.com** .in on a day to day basis. Individual communications will only be issued in exceptional cases, at the discretion of the Tender Inviting Authority. All notices/information will also be disseminated through the Tender Inviting Authority’s website and it will be binding on the tenderers. The prospective tenderers are advised to browse the website of the e-tender on a day-today basis till the tender is concluded.

2.3.12 The prospective tenderers may, sometimes, be required to prepare the site and undertake electrification / minor civil works if the Company could not undertake the same within the stipulated time. In such instances, it will be ideal for the successful tenderer to prepare the site on negotiated terms for which extra charges will be paid converting the supply and installation of the equipments under this tender as a ‘turn-key contract’. Site preparation charges will not be considered for evaluation of prices.

2.3.13 The Company attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost.

2.3.14 Failure to provide satisfactory after sales services during or after the warranty period will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.

2.3.15 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the Government against the decisions of the Tender Inviting Authority.

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## SECTION III
## TENDER SCHEDULE

**3.1 Important dates:**

| Sl.No. | Particulars | Date and time | Venue |
|---|---|---|---|
| 1 | Date of release of tender | PLEASE SEE THE NIT FOR THIS | Head Office,HOMCO/or as mentioned above |
| 2. | Date of Pre-BID meeting | | |
| 3. | Last date for submission of Tender | | |
| 4. | Date of opening of the Technical bid | | |
| 5. | Date of demonstration of Equipment | To be informed to the qualified tenderers qualifying after opening of Technical bids. | |
| 6. | Date of opening of the price Bid | To be informed to the qualified tenderers qualifying after Technical evaluation/demonstration. | |

## SECTION- IV

## TECHNICAL DETAILS of EQUIPMENTS

**4.1 Technical specifications:**

**The detailed User Requirement Specifications and other quality parameters of the above equipment are contained in the technical part of tender documents.**

## SECTION V
## SPECIFIC CONDITIONS OF CONTRACT

**5.1 Time Limits prescribed**

| Sl. No | Activity | Time Limit |
|---|---|---|
| 5.1.1 | Installation & Delivery period | 1 Months from date of issuance of Purchase/Supply Order |
| 5.1.2 | Comprehensive warranty period | For 1 year after successful installation **The PLC/SCADA installation, if equipped, should get 10 years system warranty after installation and commissioning.** |
| 5.1.3 | CMC/AMC period | AMC for 2 year after warranty period (Minimum). |
| 5.1.4 | Frequency of visits to Department concerned during Warranty/CMC or AMC | One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending Repairs / break down calls. |
| 5.1.5 | Frequency of payment of CMC or AMC charges | As per tender document |
| 5.1.6 | Submission of Security deposit and entering into Contract | 10 days from the date of issuance of Letter of Intent / Tender Acceptance Letter |
| 5.1.7 | Time for making payments by Tender Inviting Authority | Within 30 days from the date of submission of proper documents or LOC Terms for direct importers. |
| 5.1.8 | Maximum time to attend any Repair call | Within 24 hours |
| 5.1.9 | Uptime in a year | 98% |

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**5.2. Pre qualification of tenderers:**

**5.2.1 Original Manufacturers/Indian subsidiaries having a place of business in any of the States of India are eligible to participate in this tender. [Original Equipment Manufacturers shall submit the 'Manufacturers Offer Form'].**

5.2.2 Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following

Three similar works each were costing not less than the amount equal to 40% of the estimated cost

OR

Two similar works each costing not less than the amount equal to 60% of the estimated cost

OR

One similar work costing not less than the amount equal to 80% of the estimated cost.

"Similar Works" shall mean "Supply, Erection, Commissioning and Validation of similar type of system".

Completion of work for the purpose of considering experience shall mean completion of entire work in contract and not completion of some portion of the contract even though some portion may be satisfying the magnitude and physical attributes of similar work.

**5.2.3 If the tenderer or manufacturer has installed same / similar equipments of almost similar configuration in institutions under any Government firms in the past seven calendar years, the tenderer shall submit satisfactory performance certificate from such State government institutions, subject to the limits imposed under cl.5.2.2.**

5.2.4 Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.10 without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD.

**5.2.5 The annual turnover of the tenderers shall be more than 150% of the estimated cost during any one of the three preceding years. Audited balance sheet, P&L account of last 3 financial years shall be submitted.**

5.2.6 Tenderers shall submit copy of IT returns filed or related documents for the last three years.

5.2.7 Tenderers who have the capability to attend repairs of the equipments within the time mentioned as per clause 5.1.9 anywhere in Kerala, INDIA and who are willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The tenderers who have the capability to ensure the uptime mentioned in clause 5.1.10. (Documentary proof shall be submitted on the after sales facilities and expertise of the tenderer.)

5.2.8 Tenderers should ensure they are not offering the equipment of a firm/company that has been blacklisted by HOMCO or blacklisted/debarred by any other State/Central Government's organization.

5.2.9 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.

5.2.10 Notwithstanding anything contained in any other clause in this tender document, or anything contained in any previous tender contract, agreement, instrument or any other legal document, firms / dealers /suppliers / manufacturers who had entered into a contract for supply of any particular equipment with HOMCO during the year 2010-2021, shall not be eligible to participate in this tender in respect of the same/ similar equipment if the said firms / dealers / suppliers / manufacturers had failed to execute any of the supply orders placed to them.

5.2.11 Firm / company who have withdrawn after participating in any of the previous tenders of HOMCO are not eligible to participate in this tender.

**5.3. Delivery and Installation**

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5.3.1. The successful tenderer is required to deliver the equipments and install the equipments at the site within the time specified under cl 5.1.1 from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative and obtain an individual 'Installation Certificate' (as per format in Annexure IV) for each equipment and warranty certificate (as per format in Annexure V) duly signed and with proper stamp of the officer concerned. A proper detail of stock taking has to be obtained in the invoices from the respective officer with signature and seal.

5.3.2. The Tender Inviting Authority may also depute one or more of its representatives, if required by, with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

5.3.3. Delivery required at consignee site.

5.3.3.1. **For indigenous goods or for imported goods if supplied from India:** Insurance (Local transportation and storage) would be borne by the supplier from warehouse to the consignee site for a period of validity.

5.3.3.2. **For imported goods directly from abroad:** Foreign tenderers are required to quote DDP (Delivery Duty Paid) at consignee's site break up.

Customs Clearance, Handling, Unloading and loading and transportation to consignee site shall be the responsibility of the supplier/Indian agent.

Insurance (Local Transportation and storage would be extended and borne by the supplier from warehouse to the consignee site for a period of validity.

5.3.4. Sticker (as per Annexure VI) issued by HOMCO showing the service details should be affixed on the equipment and its accessory units.

5.3.5. At least two digital photographs, one showing the sticker properly affixed on the equipment & accessories and the close up photograph of the sticker shall be submitted along with the installation certificate to HOMCO for effecting the payment. The sticker shall be written with fine tipped permanent marker pen.

5.3.6. The final payment of the remaining installment is made only after obtaining a 'One Month Performance Certificate' duly signed by the institution head (as per format in Annexure VII) at the end of 30 days from the date of commissioning, validation and handing over.

5.3.7. The contractor shall make no claim on Tender Inviting Authority for any loss or damage there to caused by whatsoever source or reason.

5.3.8. The installation report and one month performance reports shall be submitted in a single sheet printed back to back and shall be submitted individually for each equipments installed.

5.3.9. The machine offered should be suitable and matching for the proposed room layout .The layout enclosed in tender.

5.310**. Civil works (unless specified in URS/BOQ) will be done by HOMCO. The design details should be provided .**

**5.4. After Sales Service conditions:**

5.4.1. The Tender Inviting Authority is in the pursuit of ensuring excellent after sales service for every institution in respect of the equipments supplied under this contract. The after sales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the tender.

5.4.2. The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC)/ Annual Maintenance Contract (AMC), if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

**5.5. Guarantee/Warranty terms:**

5.5.1. The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

5.5.2. The successful tenderer further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting

Authority's specifications) or from any act or omission of the successful tenderer, that may develop under normal use of the supplied goods.

5.5.3. All the equipments including the accessories supplied is as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1. in the first instance. During this period, the successful tenderer shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.

**5.5.3.1. The PLC/SCADA installation, if equipped, should get 10 years system warranty after installation and commissioning if equiped.**

5.5.4. On expiration of the comprehensive warranty period, the successful tenderer shall be willing to provide after sales support for an additional period prescribed under clause 5.1. (the period to be decided by the Tender Inviting Authority after the installation and shall be binding on all prospective tenderer once it is issued as amendment to the tender under clause 6.8) from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) and Comprehensive Maintenance Contract (CMC inclusive of replacement of spares).

5.5.5. The prospective tenderer, who are manufacturers, shall submit an undertaking in the format as Annexure I that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product.

5.5.6. After sales service centre in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2.6 and the tenderer shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

5.5.7. Site Visits: The successful tenderer shall visit Company as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.

5.5.8. During every visit, a copy of the service report/break down call report, duly signed by the custodian of the equipment/head of the Department.

5.5.9. Complaints should be attended properly, within the period of warranty/AMC/CMC, as the case may be, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, (total down time should not exceed 5 days).

5.5.10. Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority, the successful tenderer shall, within the period specified under cl.5.1.9, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.

5.5.11. If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified mentioned in cl.5.1.9, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.

5.5.12. Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments, if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.

5.5.13. A warranty certificate (as per format in Annexure V) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate.

5.5.14. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of Company and also when major spares are replaced.

5.5.15. Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.

5.5.16. The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format in Annexure XII.

5.5.17. The tenderer shall submit the parameters which require calibration and the frequency of calibration required as per the format in Annexure XIII.

5.5.18. The tenderer shall submit the cost of all major spares as per the format.

5.5.19. The tenderer shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC, IF AWARDED, or on demand from the Department and submit a 'calibration certificate' to the head of the Department with a copy to the Tender Inviting Authority afterwards.

5.5.20. The offered warranty includes

5.5.20.1. Visits to the company at frequencies prescribed under cl.5.1. as part of preventive maintenance.

5.5.20.2. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user institute or Tender Inviting Authority.

5.5.20.3. Quality Assurance test (if applicable).

5.5.20.4. The cost of labour for all repairs/ and all spares required for replacement during repairs including cosumables, and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, Computer, Compressor, Monitor, etc, which forms part of the equipment system, wherever applicable, without which it cannot perform satisfactorily.

5.5.21 The exclusion of warranty of any vital equipment parts will be compared with offers of other tenderers during evaluation of the bids and this may be taken into consideration in deciding the successful tenderer on the basis of expert advice.

5.5.22. The tenderer shall provide up-time warranty of complete equipment as mentioned in clause 5.1.10, the uptime being calculated on 24 (hrs) X 7(days) basis failing which the extension of Warranty period will be extended by double the downtime period.

5.5.23. All software updates, if any required, should be provided free of cost during Warranty period.

**5.6. Annual Maintenance Contract (CMC & AMC)**

5.6.1. The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority, at its discretion, prior to the expiration of warranty period.

5.6.2. The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful tenderer for executing the comprehensive warranty of the equipment shall be extended during the period of CMC.

5.6.3. During Annual Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares. In short, the AMC is a CMC with provisions for payment of cost of spare parts during the currency of the contract by the Tender Inviting Authority.

5.6.4. **The cost of CMC, AMC, accessories and spares, reagents and consumables as in case may be quoted** along with taxes applicable, if any. The taxes to be paid extra, to be specifically indicated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

5.6.5. Failure/refusal on the part of the successful tender supplying/installing the equipments to enter into CMC/AMC with the Tender Inviting Authority, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the tenderer.

5.6.6. The successful tenderer shall also indicate the rates for the CMC/AMC and such rates are binding on the successful tenders after the expiration of the warranty period applicable, if any. The yearly rates for CMC/AMC shall remain the one and the same as quoted in the price bid form for the extended years applicable, if any.

5.6.7. Tenderer has to quote the Cost of CMC/AMC (including taxes, if any) as per Annexure XIX/BOQ applicable, if any.

5.6.8. The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the head of department.

**5.7. Spare parts/Reagents.**

5.7.1. The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the form.

5.7.2. Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority promptly on receipt of order from the Tender Inviting Authority.

5.7.3. The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.

5.7.4. The Tender Inviting Authority may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.

5.7.5. The method of evaluation and comparison of prices taking into consideration the cost of the reagents/consumables.

**5.8. Training**

5.8.1. The successful tenderers have to impart on-site training to Section Head/Technical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the Company to the satisfaction of the Tender Inviting Authority and Head of Department.

5.8.2. The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the Second installment payment.

## 5.9. Payment Terms:

**5.9.1. Payment for domestic goods/foreign origin located in India:**

A. **The payment of the first installment, 30% of the price agreed will be made along with work/purchase order against an irrevocable Bank Guarantee equivalent for the amount, from nationalized /scheduled bank. (Relaxation applicable in the case of Govt. firms / PSU's**)

B. **The second installment of 60% against supply at site along with submission of original invoice, packing list, certificate of country of origin of the stores, certificate of pre-dispatch inspection with photograph, manufacturer's test certificate, certificate of insurance, Bill of lading/Airway bill, Rail receipt.**

C. **The balance 10% will be released after one month of commissioning and validation of the equipment. Foreign principals can also submit security deposit and performance security directly on the prescribed through any foreign or Indian Bank having office in Kerala or in the form of letter of credit.**

D. **Security (5%) deposited along with the agreement will be released only after the liability period of one year - after successful installation & commissioning of equipment OR against bank guarantee after successful commissioning and satisfactory performance for a period of 3 months. In case of any complaint decision on refund will be taken after considering and rectifying complaints.**

5.9.2. The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

5.9.3. Requests for any other payment will not be considered. Part Payment at the agreed rate as per cl.5.1. shall be considered in respect of equipments installed and the necessary Installation Certificate obtained.

5.9.4. The retained remaining (third or final) installment will be released on submission of the 'performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies by the successful tenderer or otherwise as per 6.25.

5.9.5. Payment for CMC/AMC Charges: The payment of CMC, if desires and agreed, will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.

5.9.6. The successful tenderer shall not claim any interest on payments under the contract.

5.9.7. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful tenderer at rates as notified from time to time.

5.9.8. The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective Department Head/Tender Inviting Authority.

5.9.9. While claiming reimbursement of duties, taxes etc. (like GST, excise duty, custom duty) from the Tender Inviting Authority, as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the successful tenderer) shall refund to the Tender Inviting Authority forthwith.

5.9.10. In case any difficulty is experienced by the successful tenderer in obtaining the one month performance certificate from Head of the Department after the installation, commissioning and validation of the equipment, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

## SECTION VI
## GENERAL CONDITIONS OF CONTRACT

6.1. **Contents of the Tender Document:** This 'Tender Document' contains the following:

6.1.1. Introduction (Section I)

6.1.2. Scope and Description of Contract (Section II)

6.1.3. Tender Schedule (Section III)

6.1.4. Details of Equipments tendered (Section IV)

6.1.5. Specific Conditions of Contract (Section V)

6.1.6. General Conditions of Contract (Section VI)

6.1.7. Annexure – formats for submission of tenders by the tenderers

6.1.8. Appendices - User Requirement Specifications of Item, BOQ, Location drawing.

**6.2. Responsibility of verification of contents of tender document:** 6.2.1. The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Tender Document'.

6.2.2. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

**6.3. Tender Document:** 6.3.1. The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipment tendered are contained in this "Tender Document".

6.3.2. The tender document is to be downloaded from website www.etenders.kerala.gov.in. The tenderers shall make online payments as Cost of tender document and EMD (mentioned in Section NIT) as per the instructions given.

6.3.3. The tenders are not available for purchase from the Company, Alappuzha of the Tender Inviting Authority.

**6.4. Guidelines for preparation of Tender**

6.4.1. The Tenderer shall bear all costs associated with the preparation and submission of its bid and **THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD**, Alappuzha, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.4.2. It is compulsory to provide a check list as per Annexure VIII as facing sheet for the technical bid/offers submitted so as to enable the Tender Inviting Authority to prima facie verify the compliance of submission of requisite documents at the time of opening of technical bids.

6.4.3. Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4. The tender (in English Language only) for the supply of equipments mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of government departments/offices/organizations to whom the equipment with the same specifications or higher have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, the client institution/organization where the same have been supplied and installed.

6.4.5. The tender once submitted will not be altered in any case and should not have any scope of ambiguity, cutting or overwriting. In case of overwriting/cutting if any, it must be authenticated with signature of the tenderer.

6.4.6. The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.

6.4.7. In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

6.4.8. Tender shall submit a declaration letter/letter of submission of tender as per the format given as Annexure I & Annexure XVII and copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

6.4.9. The letter of authorization, to the satisfaction of the Tender Inviting Authority, shall be submitted as by written power-of-attorney accompanying the bid/resolution of the board of directors etc.

6.4.10. An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.4.11. A prospective Tenderer requiring any clarification of the tender documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority's mailing address/fax number indicated in this tender document. The Tender Inviting Authority will respond to any request for clarification of the tender Documents which it receives before 5 days prior to the deadline for submission of bids.

6.4.11.1. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority. However it

shall be the duty of the prospective tenderer to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

**6.5. Earnest Money Deposit (EMD):**

6.5.1. Non- submission of sufficient EMD as mentioned in Section III along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.

6.5.2. Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.

6.5.3. Public Sector Units within the State or State micro, small and medium enterprises registered with Govt. of Kerala are exempted from remittance of EMD subject to submission of valid documents.

6.5.4. The EMD shall be in one of the following forms:

6.5.4.1. Shall be submitted online only.

6.5.5. EMD of unsuccessful tenderer will be discharged / returned immediately on finalization of tender.

6.5.6. The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the security deposit. The EMD of the successful tenderer can be adjusted towards the security deposit payable. But the balance amount should be paid by successful tenderer to match the 5% of total contract value.

6.5.7. No interest will be paid for the EMD submitted.

6.5.8. The EMD will be forfeited, if a tenderer;

6.5.8.1. Misrepresents facts or submit false/fake documents during the tender process.

6.5.8.2. If the tenderer willfully violates any terms and conditions of the tender documents.

6.5.8.3. Withdraws its bid after the opening of technical bid;

6.5.8.4. A successful tenderer, fails to sign the contract after issuance of AOC.

6.5.8.5. Fails to furnish security deposit after issuance of Letter of Intent/Tender Acceptance Letter.

**6.6. Period of Validity of Tender:**

6.6.1. The tender must remain valid for minimum 90 days (three months) from the date of opening of price bid. A bid valid for a shorter period may be rejected by the Tender Inviting Authority as non-responsive.

6.6.2. The prospective tenderers may extend the price firmness period up to a maximum of 24 months (inclusive of the minimum period of price firmness of 90 days) from the date of opening of price bid, with an objective to convert the offer as a 'rate contract'. In such an event, the successful tenderer shall be willing to execute all supply orders placed by the Tender Inviting Authority.

6.6.3. The EMD provided could be converted and validity/period extended as Security deposit. A tenderer may refuse the request to convert the tender as a rate contract beyond six months without forfeiting its EMD. A tenderer granting the request for conversion as Rate Contract is not required or permitted to modify its bid.

6.6.4. The successful tenderer upon entering into a rate contract can withdraw from the contract at any point of time after 120 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.

6.6.5. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

**6.7. Pre Tender Meeting, if notified only.**

6.7.1. Date of pre-tender meeting is mentioned in Section III.

6.7.2. Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers, as part of ensuing transparency in the tender process.

6.7.3. It is an opportunity for the prospective tenderer to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.

6.7.4. It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the Company, so as to make amendments in the tender document on the basis of expert advice.

6.7.5. All prospective tenderers who would like to participate for the prebid meeting can do so. The venue, date and time indicated in tender notice. Registered HOMCO vendors can also attend the pre-tender meeting.

6.7.6. Failure to attend the Pre-tender meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the equipment tendered and the tender conditions.

6.7.7. Filled up Tenders will be accepted only after the date of pretender meeting.

**6.8. Amendment of tender documents:**

6.8.1. At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

6.8.2. The amendment shall be notified only as corrigendum in the website.

6.8.3. The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers because of technical issues.

**6.9. Tendering System**

6.9.1. The tenders/Bids are to be submitted in two Parts i.e. Part – I & Part II.

6.9.2. PART – I titled as TECHNICAL BID shall contain the complete technical specifications and details on the competency of the tenderer and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid as per page 1 & 2 of "tendergenterms" of tender documents. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the tenderer for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the tenderer for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

6.9.3. PART – II titled as PRICE/FINANCIAL BID shall contain only the 'Price Bid Form' duly filled in the prescribed BOQ. Price Bid not submitted in the prescribed performa will not be considered for evaluation.

6.9.4. The tender offers, duly submitted, in two separate covers separately for technical and price bids respectively as per the steps of online format.

6.9.5. The rates quoted shall be inclusive of all charges like taxes, duties, freight charges, loading, unloading, handling charges etc.

**6.10. Contents of the Technical Bid:**

6.10.1. Check list as per Annexure VIII.

6.10.2. General information about the tenderer as per Annexure IX.

6.10.3. Power of Attorney as per format in Annexure XIV, if applicable.

6.10.4. The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealers/importers for Kerala/ South India/India (Annexure I)

6.10.5. The Earnest Money Deposit payment as online mode only.

6.10.6. The documents such as supply orders, performance reports from the user institutions showing that the tenderer and manufacturer have been in the business of the supply and installation of the equipment offered for the last three calendar years. At least one order should be in the last calendar year.

6.10.7. The documents such as supply orders, performance reports from the user institutions showing that the tenderer and manufacturer has supplied and installed the same/similar equipment as per the schedule of requirements in any one of the last two calendar years in the country.

6.10.8. Technical literature, product data sheet with original brochure and other documents proving that the equipment meet all the technical parameters as laid down under Section IV/URS.

6.10.9. Offer form as per Annexure X.

6.10.10. Notary attested documents such as articles of association/partnership deed etc, proof of in Company, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.

6.10.11. Notarized audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.

6.10.12. Annual turnover and P&L statement for the last three years certified by the auditor as per Annexure XV.

6.10.13. GST registration certificate as on latest as applicable for the Indian firms.

6.10.14. Copy of IT returns filed for the last three completed years.

6.10.15. Documents showing service centre facilities in Kerala/South India/India.

6.10.16. Details of Service centers as per Annexure XI.

6.10.17. Comparative statement of the technical specifications and compliance with the suppliers offered model, deviations and justifications. Tender Inviting Authority has all the rights to accept/reject the deviations. if not accepted , Bidder has no rights to claim the deviations.

6.10.18. Preventive maintenance check list as per Annexure XII.

6.10.19. Calibration check list as per Annexure XIII.

6.10.20. Declaration as per Annexure-I, Annexure - XVII and amendments if any duly signed in all pages by the tenderer or the authorized signatory.

**6.11. Method of Submission of tender**

6.11.1. The Tender shall be online.

6.11.2. Tender sent by telex or fax or email is void.

**6.12. Deadline for submission of tender.**

6.12.1. Tenders must be submitted online not later than the time and date specified in the Tender Schedule (Section III/NIT).

6.12.2. The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender or cancel by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

**6.13. Modification and Withdrawal of Bids**

6.13.1. The tenderer may not modify or withdraw its bid after the bids submission,

6.13.1.1. All the purchasers of the tender document till the date of amendment shall be given option to submit revised price bids.

**6.14. Opening of Tender**

6.14.1. The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representative.

6.14.2. In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.

**6.15. Evaluation of tender**

**6.15.1. Bid Evaluation Committee:**

6.15.1.1. The documents submitted as part of the technical bids shall be scrutinized by a Technical Bid Evaluation Committee constituted by the Tender Inviting Authority.

6.15.1.2. The veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field will be verified by Technical Bid Evaluation Committee and the financial solvency etc. will be verified by Finance Department.

6.15.1.3. The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

**6.15.2. Technical Committee:**

6.15.2.1. The demonstration, if required, shall be conducted by a Committee/Consultant called the 'Technical Committee'.

6.15.2.2. The composition of technical committee may vary with the type of the equipment tendered.

6.15.2.3. The decisions of the technical committee will also be published.

**6.15.3. Purchase Committee:**

6.15.3.1. The decisions of the Purchase Committee will also be published.

6.15.4. A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

6.15.5. The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

6.15.6. Arithmetical errors shall be rectified on the following basis: If there occurs a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer does not accept the correction of errors, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or nonconformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.

**6.16. Clarification of Bids**

6.16.1. During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

6.16.2. The request for clarification and the response shall be in writing, either through email or fax or by post.

6.16.3. Unless the Tender Inviting Authority asks for change in price due to the clarifications sought, the tenderer is not permitted to alter the price offered in the "Price bid". The change in price shall be submitted in a separately sealed covers with marking in the cover "revised price bid vide reference no..."

**6.17. Demonstration of technical specifications and performance:**

6.17.1. Before the opening of the Price Bid, immediately after the opening of Technical bid, the tenderer shall arrange for demonstration, if required by, whether the equipment offered meets the accuracy and other quality parameters as indicated in Section IV/URS, if required by the Tender Inviting Authority.

6.17.2. If it is of the opinion of the Tender Inviting Authority that it is practically impossible for the tenderer to bring the equipment for demonstration of specifications/performance to the head office of the Company, the Tender Inviting Authority may instruct the tenderer to adopt any of the two following methods;

6.17.2.1. Inspection of the specifications/performance of the equipment by a technical committee/authorized representative of the Tender Inviting Authority at the nearest third party location where the qualified tenderer as installed a same make/model of the equipment ; OR

6.17.2.2. Demonstrate the technical specification/ performance at the time of installation of the offered equipment in one of the convenient location as per the schedule of requirements contained in the Section IV.

6.17.3. Failure to demonstrate the technical specification or performance of the equipment to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such tenderers shall not be considered for opening of Price bids.

6.17.4. Pre-delivery inspection (PDI): The Tender Inviting Authority may also resort to Pre-Delivery Inspection (PDI) at the suppliers site, if needed.

6.17.4.1. The Tender Inviting Authority and/or its nominated representative(s) will, without any extra cost to the successful tenderer, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The Tender Inviting Authority shall inform the successful tenderer in advance, in writing, the Tender Inviting Authority's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

6.17.4.2. If such inspections and tests are conducted in the premises of the successful tenderer, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the successful tenderer to the Tender Inviting Authority's inspector at no charge to the Tender Inviting Authority.

6.17.4.3. If during such PDI , if the contracted goods fail to conform to the required specifications and standards, the Tender Inviting Authority's inspector may reject them and the successful tenderer shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Tender Inviting Authority and resubmit the same to the Tender Inviting Authority's inspector for conducting the inspections and tests again.

6.17.4.4. In case the contract stipulates pre-delivery inspection of the ordered goods at successful tenderer's premises, the successful tenderer shall put up the goods for such inspection to the Tender Inviting Authority's inspector well ahead of the contractual delivery period, so that the Tender Inviting Authority's inspector is able to complete the inspection within the contractual delivery period.

6.17.4.5. If the successful tenderer, tenders the goods to the Tender Inviting Authority's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the successful tenderer. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Tender Inviting Authority under the terms & conditions of the contract.

6.17.4.6. In case if the tender inviting Authority requires to do the PDI by any certified agency, the same is to be complied by the successful tenderer.

6.17.5. The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during PDI or demonstration as mentioned above.

6.17.6. Goods accepted by the Tender Inviting Authority and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

6.17.7. The machinery and articles for the project will be transported by the successful bidder to the installation site at their own risk and costs.

**6.18. Price Bids**

**6.18.1. Only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI/demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.**

6.18.2. The price bid shall be submitted in the format given in the website as BOQ. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

6.18.3. The price offered shall be all inclusive or as per the format given in the etender site. The tenderer shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

6.18.4. The tenders shall offer prices of the equipment inclusive of all the accessories mentioned in the technical specification under Section IV/URS and under no circumstances offer the essential accessories, without which the equipment cannot function properly, as optional. There should not be any hidden cost and thus the bid should be self explanatory and complete in all respects.

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**Kerala State Homoeopathic Co-Operative Pharmacy Ltd.**
(Sponsored by government of Kerala & aided by govt. of India)

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6.18.5. The tenderer is also required to offer the rates of all the optional accessories, if any, of the equipment mentioned under Section IV/URS and the cost of the same should be included in the offers submitted.

6.18.6. The price offered for accessories /additional accessories / spares mentioned in the technical specifications under section IV/URS as 'optional' will not be taken for evaluation, but the Tender Inviting Authority will place supply orders for optional items in quantities as it desires fit or if it required. The final decision should be by the Tender Inviting Authority only.

6.18.7. Price Offered shall be in Indian Rupees (INR) wherever possible. Price should be quoted for the supply, installation, training, packing and forwarding and successful commissioning of the equipment and fulfilment of warranty/guarantee and after sales service to the satisfaction of the Head of Department.

6.18.8. The Rates of CMC/AMC for the prescribed period as per clause 5.1 shall be shown separately.

6.18.9. The CMC/AMC rates are not taken into account while tabulating and comparing prices for deciding the lowest qualified tenderer.

6.18.10. The cost of essential reagents/Consumables mentioned in the price bid form, calculated as per the quantity mentioned therein, shall also be taken into consideration while selecting qualified tenderer. The method of evaluation and comparison of prices taking into consideration of the CMC rates (excluding taxes) and the cost of the reagents/consumables.

6.18.11. Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.

6.18.12. Price variation due to statutory changes will be accepted during the Rate Contract period before releasing the Letter of Intent / Tender Acceptance Letter on receipt of proper documents.

6.18.13. There shall also be no hidden costs.

6.18.14. Prices indicated on the Price Bid Form shall be entered separately in the following manner:

6.18.14.1. Basic price: The price of the equipment quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories /spares mentioned in the technical specification section IV/URS, all duties and other taxes (excluding sales tax), charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and the cost of incidental services like unloading, safe storage and handling of consignment at site, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods.

6.18.14.2. All applicable taxes should be mentioned in the BOQ. No other charges/taxes will be entertained in later stage. If any changes in statutory taxes will be considered on actuall basis. .

6.18.14.3. Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable. In such cases the Tender Inviting Authority may arrange to get the customs duty on the supplied to be made, be exempted from Government Authorities and certificate to the effect will be provided to the tenderer on award of contract.

6.18.14.4. The rates of discounts offered on the basis of varied quantity.

6.18.14.5. CMC/AMC rates should be specifically mentioned for a period mentioned in clause 5.1 after comprehensive warranty period.

6.18.14.6. The rates of optional accessories mentioned under Section IV/URS/BOQ.

6.18.14.7. For imported items, the price quoted for at HOMCO, Alappuzha, Kerala, India and quoted with break up FOB/FCA(Kochi) port of shipment. Notwithstanding financial obligations specified under latest applicable INCOTERMS FCA terms, all charges such as export packing, Documentation Loading Charges, Inland Freight, Warehousing and export clearance etc. in the shipper country and upto consignee's site. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over at site to TIA.

6.18.14.8. CIF/CIP rates for shipping items up to Alappuzha, Kerala, India should also be mentioned. Items are to be packed, marked & labelled as per the international norms. Small individual boxes must be pelletized for easy handling & movement. State packing/forwarding/documentation charges etc. (each one) separately if applicable. This condition will be mandatory and will be incorporated in our Letter of Credit.

6.18.14.9. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected summarily.

**6.19. Acceptance /Rejection of tenders:**

6.19.1. It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offers of tenderers qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are provided in such price bid.

6.19.2. At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer in the event the firm deviates from the agreed terms and conditions.

6.19.3. Price Bids without mentioning the rates for CMC/AMC shall be treated as non-responsive and rejected.

6.19.4. Price bids without mentioning the cost of reagents/consumables shall be treated as non-responsive and rejected.

**6.20. Other terms and Conditions**

6.20.1. All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc mentioned in Section IV shall be complied with.

6.20.2. Technical Specifications and Standards:- The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in Section IV/URS of this document.

6.20.3. The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties,GST etc. In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

**6.21. Notices**

6.21.1. The Tender Inviting Authority shall publish the following information on the tender website at the appropriate time as part of ensuring transparency in the tender process;

6.21.1.1. The tender notices, documents, corrigendum, addendum etc if any.

6.21.1.2. Amendments to the tender conditions, if any, especially after the prebid meeting.

6.21.1.3. Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

6.21.1.4. List of tenderers qualified for demonstration of equipments and reasons for rejection of unqualified tenderers.

6.21.1.5. Results of the demonstration of the equipments, reasons for rejection of equipments and provisional list of tenderers qualified for price bid opening.

6.21.1.6. Final List of technical qualified bidders.

6.21.1.7. Provisional rates and provisional list of L1 bidders and equipment and rates offered.

6.21.1.8. Final Rate Contract list.

6.21.2. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

6.21.3. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**6.22. Award of Contract**

6.22.1. Criteria:-The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the equipment, i.e. after price bid opening.
6.22.2. Variation of Quantities at the Time of Award/Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned under cl. 4.1 (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
6.22.3. If orders (LOI/AOC) are issued by the Tender Inviting Authority within the period of 60 days from the issuance of first supply order then the discount slab will be applicable for all the quantity issued, including the tender quantity during this period. In such case the supply order(s) already issued will not be changed and the discount amount will be deducted as excess claim when settling the payment to the successful tenderer.
6.22.4. The details such as rates, the model of the equipment selected for award of the contract and the details of successful tenderers etc. will be published during the period of price firmness/rate contract on the website.

**6.23. Notification of Award / Letter of Intent (LOI) / Tender Acceptance Letter**
6.23.1. Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI/AOC) / Tender Acceptance Letter by the Tender Inviting Authority.
6.23.2. The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
6.23.3. The Notification of Award shall constitute the conclusion of the Contract.

**6.24. Signing of Contract**
6.24.1. The successful tender shall execute an agreement in the format as given for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
6.24.2. The successful tenderer shall submit bank guarantee in the format of performance security prescribed.
6.24.3. Promptly after notification of award/, within ten days from the date of the Letter of Intent / Tender Acceptance Letter, the successful tenderer shall submit the Letter of Intent / Tender Acceptance Letter duly signed and dated as a proof of acceptance along with "**Rs:200/- Kerala stamp paper**" purchased in the name of the successful tenderer to the tender inviting authority by registered/speed post or in person.
6.24.4. The successful tenderer shall later extend the Contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract as per the 'Agreement' with the Tender Inviting Authority, 3 (three) months prior to the completion of Warranty Period, if the Tender Inviting Authority desires so. The CMC/AMC will commence from the date of expiry of the Warranty Period.
6.24.5. Assignment:-The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.
**6.24.6. Sub Contracts:- The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.**
6.24.7. Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.21.7.1. Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
6.21.7.2. Mode of Demonstration/PDI

6.21.7.3. Incidental services to be provided by the successful tenderer
6.21.7.4. Mode of Installation
6.21.7.5. Place of delivery
6.21.7.6. Converting the installation of the equipment in all or any of the locations and
6.21.7.7. Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.
6.21.7.8. In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful tenderer to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.
6.21.7.9. If the successful tenderer doesn't agree to the adjustment made by the Tender Inviting Authority, the successful tenderer shall convey its views to the Tender Inviting Authority within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's amendment / modification of terms of the contract.

**6.25. Security deposit & Performance Security**

6.25.1. There will be a security deposit amounting to 5 % of the total value of the equipment excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent/ Tender Acceptance Letter'.
6.25.2. The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
6.25.3. Upon receipt of such contract and after the successful submission of security deposit only, the successful tenderer allowed to execute an agreement.
6.25.4. Failure of the successful tenderer in providing security deposit mentioned in Section III/NIT and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.
6.25.5. The validity of security deposit should be until the completion of supply, installation, commissioning and validation of machines and submission of performance security.
6.25.6. The successful tenderer has to deposit a performance security amounting to 5 % of the total value of the equipment excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority after commissioning and validation of the equipment. The validity of this performance security should be as per clause No.6.25.7.The security deposit will be released after submission of the performance security. On written request from form successful tenderer, security deposit can be converted into performance security and terms of performance security remains the same.
6.25.7. The security deposit, Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

6.25.7.1. It shall be in any one of the forms namely Account Payee Demand Draft or irrevocable Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.
6.25.7.2. In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the government including furnishing of Company wise Bank Guarantee for CMC security as per Performa, the amount of the performance security is liable to be forfeited.
6.25.7.3. In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
6.25.7.4. Tender Inviting Authority/Company will release the Performance Security without any interest to the successful tenderer after receipt of certificates confirming that all the contractual obligations including the warranty obligations have been successfully complied with.
6.25.7.5. The Bank Guarantee submitted in place of Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted.

**6.26. Delivery and Installation**

6.26.5. The successful tenderer will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the Company. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document. The successful tenderer shall arrange for obtaining import licences, statutory clearances etc. within the delivery period stipulated as cl 5.1.2.

6.26.6. Delay in the successful tenderer's performance:- The successful tenderer shall deliver of the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority in the List of Requirements and as incorporated in the contract.

6.26.7. A copy of the invoice shall be submitted to Company for effecting stock entry at the respective location.

6.26.8. If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.

6.26.9. The goods will not be accepted after the date of issuance of notice of termination under cl. 6.35, even if the goods are ready or dispatched following the termination. For the remaining goods and services, the Tender Inviting Authority may decide:-

6.26.9.1. To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or

6.26.9.2. To cancel the remaining portion of the goods and services and compensate the successful tenderer by paying an agreed amount for the cost incurred by the successful tenderer towards the remaining portion of the goods and services.

6.26.9.3. To place orders for the unexecuted portion of the order or even the increased quantity with the next lowest qualified tenderer.

**6.26.9.4. The equipment should be suited for the existing layout of proposed plant. So bidder has to visit the site & study the drawing and to supply the machines suitable for the approved layout. The layout attached, if any. Contractor has to study the site condition and has to do shifting into the correct location at contractor/supplier's risk and cost and to do installation. If additional access is required for shifting of machine this has to be intimated in writing within 15 days of issue of supply order. If it is not intimated in time, the additional expenditure incurred for this will be in supplier's scope.**

**6.27. Imported Equipments**

6.27.1. The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

6.27.2. The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipments at the time of pre-tender meeting and the tender document shall be modified by amendment to that extent.

6.27.3. The Tender Inviting Authority will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

6.27.4. The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

6.27.5. The payment will be made in Indian Rupees in freely convertible foreign currency preferably in USD($), Euro(€), Yen(¥) GBP (£), to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

6.27.6. The successful tenderer shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the tenderer in violation of foreign exchange regulations.

6.27.7. However, the tenderers shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. The tenderer also share the details of shipment on receipt of the firm order with LC. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful tenderer terming the relation as that of a principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful tenderer.

**6.28. Intellectual Property Rights(IPR)**

6.28.1. The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.28.2. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful tenderer of the same and the successful tenderer shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.28.3. The Successful tenderer/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

**6.29. Corrupt or Fraudulent Practices**

6.29.1. It is required by all concerned namely the Tender Inviting Authority / Tenderers / Successful tenderer etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

6.29.1.1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

6.29.1.2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

6.29.1.3. Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.29.2. No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority, Any misconduct / misbehaviour on the part of the tenderer to HOMCO staff / Authorized agency / Authorized personnel. Any such incidence by a tenderer may result in rejection of the tenderer’s bid.

**6.30. Force Majeure**

6.30.1. For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, natural calamities like earthquake, sunami, flood wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

6.30.2. If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.30.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

6.30.4. In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**6.31. Resolution of disputes**

6.31.1. If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.31.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.31.3. In the case of a dispute or difference arising between the Tender Inviting Authority and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of competent authority, Administrative Council of HOMCO, Kerala whose decision shall be final.

6.31.4. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Alappuzha, Kerala, India.

**6.32. Applicable Law & Jurisdiction of Courts**

6.32.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.32.2. All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Alappuzha.

**6.33. General/ Miscellaneous Clauses**

6.33.1. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.33.2. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.33.3. The Successful tenderer shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.

6.33.4. Each member/constituent of the Successful tenderer(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority, Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.33.5. The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.
6.33.6. All claims regarding indemnity shall survive the termination or expiry of the contract.

**6.34. Penalties for non-performance**

6.34.1. The penalties to be imposed, at any stage ,under this tender are;

6.34.1.1. Imposition of liquidated damages,
6.34.1.2. Forfeiture of EMD/ security deposit/performance security
6.34.1.3. Termination of the contract
6.34.1.4. Blacklisting/debarring of the tenderer

6.34.2. Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD, security deposit, performance security as well as result in black listing/debarring of the tenderer.
6.34.3. The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD, security deposit ,Performance Security or leading to black-listing/debarring .
6.34.4. Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:
6.34.5. Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority may consider termination of the contract. During the abovementioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.
6.34.6. The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such tenderers.
6.34.7. Termination of Contract.

**6.35. Termination for default:-**

6.35.1. The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.
6.35.2. In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
6.35.3. Unless otherwise instructed by the Tender Inviting Authority, the successful tenderer shall continue to perform the contract to the extent not terminated.
6.35.4. Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such

Office: Pathirappally
Alappuzha, India
Pin - 688 521

**Kerala State Homoeopathic Co-Operative Pharmacy Ltd.**
(Sponsored by government of Kerala & aided by govt. of India)

Phone:477 2258012
: 477 2258665

Website: www.homcokerala.com
Email: homcokerala@gmail.com

termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the Tender Inviting Authority.

6.35.5. Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

**6.35.6. Further details could be obtained from the office during office hours**
**Managing Director, THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD at 0477 2258012 / 2258665**
**Project Engineer: 9497590284**

**6.36. Fall Clause**

The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Sd/-
MANAGING DIRECTOR

**ANNEXURE - I**

**LETTER OF SUBMISSION OF TENDER**

MANUFACTURER'S OFFER FORM
(To be submitted by manufacturers )
No. Dated:

To
The Managing Director,
THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD,

Office: Pathirappally
Alappuzha, India
Pin - 688 521

**Kerala State Homoeopathic Co-Operative Pharmacy Ltd.**
(Sponsored by government of Kerala & aided by govt. of India)

Phone:477 2258012
: 477 2258665

Website: www.homcokerala.com
Email: homcokerala@gmail.com

Pathirappally P.O,
Alappuzha, Kerala - 688521
(Tender Inviting Authority)

Sir,
Tender No :
Equipment Name :

Having examined the tender document relating to the supply of Equipments/Machineries comprising of the Tender Notice, Conditions of Contract, Specifications etc. and having understood the provisions and requirements relating to the work, having conducted a thorough study of the job, location of the site, transportation and communication facilities and all other factors governing the work, I/We hereby submit our offer for the execution of the proposed 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 One twenty days (120) 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 are the original manufacturers of the above 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.
4. We also hereby declare that we have the capacity to manufacture and supply, erection, commissioning and validation the quantity of the equipments/machineries 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 pharmaceutical Machineries of similar nature and I / We have vast experience in handling large 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 up to the completion of the work.
   - 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 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.

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Pin - 688 521

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: 477 2258665

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Email: homcokerala@gmail.com

Dated

Signature of the Tenderer
Postal Address

Witness
Signature
Name
Postal Address
Occupation

| FORM A | DETAILS OF SUPPLY, ERECTION AND COMMISSIONING OF MACHINERIES COMPLETED DURING THE LAST THREE | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Remarks Indicating Reasons for late delivery, if any | 8 | | | | | | | | | | Signature of Contractor/Authorized Person |
| | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/ Consignee) | 9 | | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Completion of Delivery | Actual date | 7 | | | | | | | | | |
| | | | Due date | 6 | | | | | | | | | |
| | | Value of Order | | 5 | | | | | | | | | |
| | | Description and Quantity of ordered equipment | | 4 | | | | | | | | | |
| | | Order No. and date | | 3 | | | | | | | | | |
| | | Order place by (Full Address of Purchaser with Telephone No.) | | 2 | | | | | | | | | |
| | | SL NO | | 1 | | | | | | | | | |

**FORM 'B'**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY**

| SL. No. | Name | Designation | Qualification | Professional Experience | Length of continuous service with employer |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |

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| **Note: Additional information about Technical personnel, if any, may be submitted on separate sheet.** | | | | | |
| Signature of Contractor/Authorized Person | | | | | |

**Annexure - II**

## BANK GUARANTEE FORMAT

**WHEREAS M/S The Kerala State Homoeopathic Co Operative Pharmacy Ltd (HOMCO) , incorporated under the Co-Operative Societies Act XXI of 1969 having its Registered Office, XII/37-39, Mararikulam South, Pathirapally P O, Alappuzha – 688 521 , Kerala. (hereinafter called the "HOMCO" which terms shall include its successors and assigns) has issued Purchase Order to ……(Company Name)…… having its registered office at ……(Company**

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Pin - 688 521

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**Address)…… and Factory Office at ……(Factory Address)…… (herein after called the "Contractor", which terms shall include its successors and assigns) for ……(Name of work)…….. at their Proposed Plant at Valiyakalavoor of HOMCO as per Purchase Order Number ……(Purchase Order No.)…….. dated. ……..(Date)…….for Rs. …….(Amount)……..The Contractor requested HOMCO to lend an amount of the said purchase order Rs. …….(Amount)……. …….(Amount in words)) for execution of the aforesaid order.**

**WHEREAS HOMCO have agreed to advance the sum of Rs. …….(Amount)…….. (…….(Amount in words)……..) to the Contractor to enable them to start the execution.**

**NOW THEREFORE, we have,……....(Bank Details)…….upon request from the Contractor do hereby execute this Guarantee in favour of HOMCO, on the terms and conditions contained herein below :**

1. **In the event that the Contractor commits any breach of the terms and conditions of the Purchase Order, we shall be liable to pay a sum not exceeding Rs. …….(Amount)…….. (…….(Amount in words)……..) to HOMCO.**
2. We do hereby undertake to pay to **HOMCO** a sum of Rs. …….(Amount)…….. (…….(Amount in words)……..) or part thereof without demur on receipt of a letter of demand from **HOMCO** to that effect and that we shall not question the tenability of the said demand, which shall be conclusive and binding on us and we shall pay the amount demanded but not exceeding Rs …….(Amount)…….. (…….(Amount in words)……..) without reference to the "**Contractor**"
3. It is further agreed that any forbearance, indulgence, or waiver on the part of **HOMCO** shall not absolve us from any liability towards them as envisaged herein.
4. It is further agreed that the Guarantee herein given shall not be revoked by us without obtaining prior approval in writing of **HOMCO** and that this Guarantee shall not be rendered invalid by any change in our constitution or that of the **Contractor**.
5. We further agree that this guarantee shall remain in force for a period …(Time Period)……. Months from the date of execution hereof ….(Date)…. (from date) to ….(Date)…. (starting date — ending date) and **HOMCO** shall be entitled to prefer any claim on us for a sum not exceeding Rs

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…….(Amount)…….. (…….(Amount in words)……..) . In the event of **HOMCO** not preferring any claim on us within ….(Date)…. all rights as created in favour of **HOMCO** shall be deemed to have been surrendered and extinguished and we shall be deemed to have been discharged from all liabilities as envisaged in this Guarantee.

**6. NOTWITHSTANDING anything contained herein**

a. Our liability under this bank guarantee shall not exceed Rs. …….(Amount)…….. (…….(Amount in words)……..) .
b. This bank guarantee will be valid up to ……(Date)……..
c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if **HOMCO** serve upon us a written claim or demand on or before date ……(Date)……..

For …..(Bank Name)……..

**……**

**…..(Bank Address)……**

**……**

**Authorized Signatory**

**Annexure - III**

**Agreement No.** HOMCO/……../……../26-27

## AGREEMENT

This AGREEMENT is executed this the ……(Day)…… day of ……(Month)…… 2021 between **M/s**……(Company_Name_&_Address)…… …… **(Herein after referred to as the "Contractor")** which expression shall include its executors, administrators, legal representatives and assigns of the first part and **M/s. THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY Ltd. (HOMCO), Pathirapally P.O, Alappuzha, Kerala – 688 521 (Herein after referred to as the "HOMCO")** of

the second part.

WHEREAS the **HOMCO** is desirous of – **……**(Name of Work)……- FOR THE PHARMA BUILDING OF HOMCO at Valiyakalavoor - as per the technical specifications &performance criteria mentioned in the tender URS prepared by **M/s. HLL Lifecare Limited (Herein after referred to as the "Consultant")** and the **Contractor**/s has/have by his/their E-Tender No. ……(E-Tender No.)…… dated ……..(Date)…… as per Tender Ref.No. ……( Tender Ref.No )……. dtd. ……..(Date)…… offered to supply, execute and fully complete the above work in the **HOMCO's** premises for the **HOMCO a**s set forth in the tender or as amended and as per the technical specifications &performance criteria with fittings, tools, and accessories, more particularly described in the tender, particular specifications, ISI specifications, drawings, special conditions of the contract, scope & general conditions of the contract, according to the terms and conditions contained therein for an accepted PAC total sum of Rs. ……..(Amount)…….. + GST (Rupees ……..(Amount in words)……+ GST) and the **HOMCO** has accepted such item rate tender in terms of its acceptance letter No: ……..(Acceptance letter No:)…… dtd ……(Date)…….. and purchase order no: ……..(Purchase Order No.)……dated …….(Date)……..

ANDWHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited Rs ……..(Amount)…….. as per demand draft / NEFT/ RTGS on ……..……Bank duly approved by the Government / in the form of a letter of guarantee for such amount from …… Bank approved by Government. Sum of this deposit and EMD constitute 5% of the accepted PAC and treated as Security Deposit.

**NOW THESE PRESENTS WITNESS AS FOLLOWS**

1. A) The **Contractor**/s covenant/s and agree/s with the **HOMCO** that the **Contractor**/s within the time of ……..(Contract Period)…….. from the date of purchase order shall supply, 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 technical specifications &performance criteria with fittings, tools and accessories, more particularly described in the tender, particular specifications, ISI specifications, cGMP standards, drawings & instructions special conditions of the contract, scope & general conditions of the contract, issued from time to time.

   B) The **Contractor** hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the

order attached herewith and the **Contractor** hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for the period stipulated in the tender conditions from the date of delivery of the said goods to the **HOMCO** and that notwithstanding the fact that **HOMCO** may, have inspected and/ or approved the said goods, if during the aforesaid period the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the **HOMCO** in that behalf will be final and conclusive) the **HOMCO** will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality . On such rejection the goods will be at the **Contractor**'s risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The Contractor shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the **HOMCO**. Otherwise the **Contractor** shall pay to the **HOMCO** such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the **HOMCO** in that behalf under this contract or otherwise.

2. Request for enhancement of rates once accepted will not be considered except where **HOMCO** have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances, conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the **Contractor** or attached with the **Contractor**'s tender or any other letter or paper from the contractor will not govern this contract not bind the **HOMCO** in any manner whatsoever unless such terms have been expressly accepted by the **HOMCO** in writing.
3. The articles and quantities to be supplied are shown in the copy of the Purchase Order No. ……..(Purchase Order No.)…… dated ……(Date)…….. attached herewith. The **Contractor** agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.
4. In the case of goods delivered by shipment, the **Contractor**, shall where the expected tonnage of goods is more than 200 tons, deliver the goods through the Cochi Port if so required by the **HOMCO**.
5. The **Contractor** agrees that time is the essence of this contract.
6. (A)If the **Contractor** defaults in the supply of all or any of the articles correctly and promptly as above the **HOMCO** are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If **HOMCO** incur, in thus procuring such materials a higher cost than the agreed rate, such excess cost may be deducted by the **HOMCO** from the **Contractor**'s bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The **Contractor** agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to **HOMCO**.

(B) 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 **HOMCO** 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 price of the delayed stores or services. Once the maximum is reached, the **HOMCO** may consider termination of the contract at the risk and cost of the **Contractor**.

7. (A) All payments to the **Contractor** for supplies effected satisfactorily will be made after scrutiny of his bill-

(i) Either by departmental cheques payable at the Government Treasuries;

(ii) Or by cheques or drafts on, the Reserve Bank of India and State bank of India / UCO Bank / PNB, at any of their principal branches in India.

(iii) Or in the case of supplies from abroad by drafts or otherwise as may be agreed to pay.

(B) 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 Bank. In exceptional case 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.

(C) Terms of Payment

A. **The payment of the first installment, 30% of the price agreed will be made along with work/purchase order against an irrevocable Bank Guarantee equivalent for the amount, from nationalized /scheduled bank. (Relaxation applicable in the case of Govt. firms / PSU's)**

B. **The second installment of 60% against supply at site along with submission of original invoice, packing list, certificate of country of origin of the stores, certificate of pre-dispatch inspection with photograph, manufacturer's test certificate, certificate of insurance, Bill of lading/Airway bill, Rail receipt.**

C. **The balance 10% will be released after one month of commissioning and validation of the equipment. Foreign principals can also submit security deposit and performance security directly on the prescribed through any foreign or Indian Bank having office in Kerala or in the form of letter of credit.**

D. **Security (5%) deposited along with the agreement will be released only after the liability period of one year - after successful installation & commissioning of equipment OR against bank guarantee after successful commissioning and satisfactory performance for a period of 3 months. In case of any complaint decision on refund will be taken after considering and rectifying complaints.**

8. All incidental expenses incurred by the **HOMCO** for making payments outside the district in which the claim arises shall be borne by the **Contractor.**
9. The **Contractor** shall not assign or make over in part or wholly the contract or the benefit or burdens thereof. The **Contractor** shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the **HOMCO**. The **HOMCO** shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The **Contractor** shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or sublet is given by **HOMCO**.
10. NOT WITHSTANDING the provisions contained in clause 5, the **HOMCO** shall have the right to cancel the contract for any default on the part of the **Contractor** in due performance thereof.
11. It shall be lawful for the **HOMCO** from and out of any money for the time being payable or due to the **Contractor** from the **HOMCO** under this contract or otherwise to set off any loss or expense, cost or

damages sustained or incurred by the **HOMCO** by reason of the cancellation of the contract.

12. The **Contractor** shall supply the **HOMCO**, free of charge, with the documentation relating to the machinery. Said documentation shall be supplied to the **HOMCO**.
13. The **Contractor** shall be entitled to give suggestions to **Consultant** which make any changes which lead to improvements, provided that such changes do not affect the performance of the Machinery indicated in the Offer.
14. The following documents are deemed to form part of the agreement, namely the tender documents, URS, the price, bill of quantities, the drawing issued for the work, all specifications, conditions of the tender/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 **HOMCO** and by the **Contractor**/s. The relevant ISI, cGMP standards will also form part of this agreement.
15. In case the supply of articles involves erection of machinery the **Contractor** agrees that the machinery will be erected within the time and at the place specified by the **HOMCO**/ Purchasing Officer in that behalf. It shall also be the duty and responsibility of the **Contractor** to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the **HOMCO**/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. Note: In the event of the failure of the **Contractor** to erect the machinery within the time and at the place specified by the **HOMCO**/ Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period the amount spent by the **HOMCO** and the loss sustained by the **HOMCO** on this account by making alternative arrangements shall be recoverable from the **Contractor** in the manner provided in Clause 16 hereunder
16. "The **Contractor** agrees that all sums found due to the **HOMCO** under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the **HOMCO** may deem fit. In deciding what sum of money is due to **HOMCO** under or by virtue of this agreement, the **Contractor** agrees that the decision of the **HOMCO** shall be final and conclusive and shall be binding on the **Contractor**."
17. The **Contractor** agrees that any sum of money due and payable to him from **HOMCO** shall be adjusted against any sum of money due to **HOMCO** form him under any other contracts.
18. The agreement futher witnesseth that the **Contractor**/s is /are responsible for any accident or other compensations payable to the workmen employed by and working under the control of **Contractor**/s, that the **HOMCO** has no liability in the matter and that if any payment would have to be made by the **HOMCO**, the same shall be reimbursed by the **Contractor**/s on demand and or recovered from the dues of the **Contractor**/s. In witnesses whereof the said parties here to have unto set their hands.
19. Taxes other than GST by whatever name and in whatever form it may be in all cases shall be the **Contractor**'s/supplier'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/ordinance/acts as issued by the state or central govt. from time to time shall be borne by the **Contractor**.

20. The Factory Acceptance Test (F.A.T) shall be run at the **Contractor**'s premises, before the machinery is delivered to the **HOMCO**. The **Contractor** shall provide the **HOMCO** with notice in writing at least 15 (fifteen) days prior to the date on which the machinery shall be ready for the F.A.T. If the F.A.T reveals that the machinery does not meet the performance criteria or otherwise does not comply with this URS, Agreement, the **Contractor** will promptly begin to correct any such non-compliance at the **Contractor's** expense and again notify the **HOMCO** in compliance. Only after the machinery has passed the F.A.T. and certified by the **HOMCO**, the **Contractor** shall deliver the machinery to **HOMCO's** site.
21. During the delivery of the machinery, the **Contractor** shall send its authorized personnel during the supply of the machinery at site. The activity of assembling, installation, commissioning and validation shall be performed by the **Contractor** under the presence of **HOMCO/Consultants'** authorized personnel. The **Contractor** shall provide any materials, labours, services and facilities that are necessary for the assembly of the machinery. After installation, the **Contractor** shall provide a proper training to the technician's appointed by the **HOMCO**.
22. The **Contractor** shall provide Warranty and After-sale Warranty to the **HOMCO** as mentioned in the tender condition clauses 5.1.2, 5.1.3, 5.4 & 5.5 from the date of commissioning.
23. The **Contractor** shall abide by all statutory provisions of the law such as labour laws & safety regulations etc.
24. 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.

IN WITNESS WHERE OF THE Contractor and Shri …….. (H.E. Name and designation) for and on behalf of The Kerala State Homoeopathic Co-operative Pharmacy Ltd. No.T-432, Pathirappally P.O, Alappuzha, kerala have hereunto set their hands

Signed, sealed and delivered by ……
(Contractor)
In the presence of witnesses (1)

(2)

Signed, sealed and delivered by Sri ……..

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(Name & Designation) for and on behalf of The Kerala State Homoeopathic Co-operative Pharmacy Ltd. No. T-432)

In the presence of witness (1)

(2)

**Annexure - IV**

**INSTALLATION CERTIFICATE**

(To be filled jointly by the Tenderer, Representative of the Tender Inviting Authority individually for every equipment)

| | | | |
|---|---|---|---|
| Department Name: | | | SUP.CODE/ Name of the Supplier |
| EQPT CODE /Name of the equipment: | | | Model |
| | | | Serial no. |
| Original Equipment Manufacturer | | | Installation date |
| Installed by | Service Er. Name/ID No | | Mobile no |
| | | | |
| Service center address | | | |
| Service Centre Manger's name Mob. No | | | |
| Installation location/department /Room No | | | Project name |
| Purchase Order no | Dated | | Value |
| Comprehensive Warranty period | From | | To |
| Whether the sticker (as per cl 5.5.4 of the tender doc) affixed on all the key components of the equipment or on a conspicuous place in the installed room/storage area? YES/NO (tick one) | | | |
| Whether a digital Photograph of the installed equipment taken after affixing the sticker in the presence of the Department personnel? YES/NO (tick one) | | | |
| Accessories supplied | | | |
| Item Qty. | Serial No. | | Remarks |

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| Whether the Demonstration of the equipment with accessories on the technical specification/key features was conducted to the satisfaction at the time of installation? YES/NO (tick one) | | | |
| Whether training was conducted to the satisfaction at the time of installation? YES/NO (tick one) | | | |
| Short Supply of items, if any | | | |
| Preventive maintenance schedule | Year 1<br>2/4 Visits | Year 2<br>2/4 Visits | Year 3<br>2/4 Visits |
| Recommended to release 60%<br>Yes ☐ No ☐ | | The Equipment is working satisfactorily<br>Yes ☐ No ☐ | |
| The equipment was installed and handed over on …… (Installation date to be filled in by the Head of the institution or by the end user) | | | |
| Signature of service Er.<br><br>Name:<br>ID No. | Signature of end user<br><br>Name:<br>Department | Signature of BME<br><br>Name:<br>Organization | Signature of …..<br><br>Name:<br>Organization |
| Date & Seal Supplier | | Date & Seal of Dept. Head<br><br>Sr. Manager. | |

**Annexure - V**

Date:

## WARRANTY CERTIFICATE

(To be filled jointly by the Tenderer, head of Department& Representative of the Tender Inviting Authority individually for every equipment)

HOMCO Supply order No : …… dated……. The equipment ……(Equipment Name) Model No…….. bearing serial no …… was installed successfully at ……(Institution Name) is offered with a comprehensive warranty for a period of ……. Years starting from ……..to…… including all the following accessories;

| Sl. No | Name of the accessories | Manufacturer's name | Sl No | Qty |
|---|---|---|---|---|
| | | | | |
| | | | | |

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

***(Sponsored by Govt. of Kerala & Aided by Govt.of India)***

| | |
|---|---|
| Signature of the Supplier<br><br>Name:<br><br>Seal : | Signature of the Department Head<br><br>Name:<br><br>Seal : |

**Annexure – VI**

## Machine Sticker

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**Annexure - VII**

**ONE MONTH PERFORMANCE CERTIFICATE**

(To be filled by the head of Department individually for every equipment)

Date:

| | | |
|---|---|---|
| SUP.CODE/ Name of the Supplier | | EQPT CODE /Name of the equipment: |
| Manufacturer | Model | Serial no. |

**For Repair/Maintenance/Service**

**Toll Free Number:……**

| | | |
|---|---|---|
| Manufacturer | | |
| Installation Date | Installation Location | Project |

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Alappuzha, India
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| Purchase Order No. | Dated | Value |
|---|---|---|
| Whether Equipment working satisfactorily without any problem for one month? | ☐ Yes No ☐ | |
| If No, details of equipment failure in the first month (attach additional details if any in a separate sheet) | | |

DETAILS OF EQUIPMENT FAILURE

| Break date(s) | Attended Date | Rectified date | Attended by | Details of Breakdown/ service |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| Present status of the equipment | Working satisfactorily ☐ Not working satisfactorily ☐ |
| Recommended to settle the final payment (2nd Installment) | Yes ☐ No ☐ |
| Recommended for Trail Run for one more month | Yes ☐ No ☐ |
| PERFORMANCE ACCESSORIES SUPPLIED | |
| Further Training | Required ☐ Not Required ☐ |
| Remarks of the Department Head | |
| One month Performance Certificate was issued on ..... (Date to be filled by the end user) | |
| Signature of the Dept Head<br>Name :<br>Date: | Signature of the Department Head<br>Name:<br>Date: |
| Date:<br>Seal of Supplier | Date:<br>Seal of End user: |

**Annexure - VIII**

## CHECK LIST

**Name of the Tenderer**

**Vendor Registration No.**

| Sl.No | Item | Whether included – Yes/No | Page No |
|---|---|---|---|
| ❖ | CHECK LIST & DETAILS. | | |
| | A. Registration Documents & Financial Details. | | |
| 1 | General information about the tenderer as per Annexure IX. | | |

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| | | | |
|---|---|---|---|
| 2 | Power of Attorney as per format in Annexure XIV. | | |
| 3 | 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.)<br>a. Memorandum of Association and Articles of Association / In Company Certificate.<br>b. Proprietary Registration Certificate<br>c. Society Registration Certificate. | | |
| 4 | Audited Accounts Statement of the following documents for the last 3 financial year | | |
| | a. Annual Report, Balance sheet, P&L Statement. | | |
| | b. Turn over statement as per Annexure XV | | |
| | c. IT Returns. | | |
| 5 | Latest Sales tax clearance certificate. | | |
| 6 | Details of Service centers as per Annexure XI. | | |
| 7 | Documents showing service centre facilities in Kerala/South India. (Any valid address proof) | | |
| B. Technical Documents | | | |
| 8 | The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealers/importers for Kerala/ South India/India AS SPECIFIED (Annexure I ) | | |
| 9 | Technical literature, product data sheet with original Brochure and other documents proving that the equipment meet all the technical parameters as laid down under Section IV/URS. | | |
| 10 | Deviations statement and justifications, if any (Annexure XVIII). | | |
| 11 | Offer form as per Annexure X. | | |

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| | | | |
|---|---|---|---|
| 12 | List of Installations of the offered model in Kerala and South India (Government and private institutions separately with name/designation of the contact person, phone number/fax/e-mail ). | | |
| 13 | Preventive Maintenance check list as per Annexure XII | | |
| 14 | Calibration Check list as per Annexure XIII | | |
| 15 | Tender document terms & conditions acceptance declaration as per Annexure XVII signed & sealed by the tenderer or the authorised signatory. | | |
| 16 | Supply 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 equipment offered for the last three years | | |
| | b. Tenderer and manufacturer supplied and installed the same/similar equipment as per the schedule of requirements in any one of the last three calendar years in the country | | |
| | c. Authentic satisfactory performance certificate by the customer/client. | | |

**Annexure - IX**

## GENERAL INFORMATION ABOUT THE TENDERER

| | | |
|---|---|---|
| 1 | Name of the Tenderer | |
| 2 | Registered Address of the company:<br>(Address, tel, fax, e-mail, website) | |
| 3 | Office Address<br>E-mail<br>website | |

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| | | |
|---|---|---|
| 4 | Contact Person<br>Designation<br>Mobile Phone No<br>Telephone No<br>Fax No<br>e-mail | |
| 5 | Key Personnel :<br>(Chairman / Managing Director/Managing Partner etc) | |
| 6 | Whether the tenderer Original Equipment Manufacturer or the authorized dealer/representative?<br>If authorized dealer/representative, then name of the Principals/OEM | |
| 7 | Registration No. & Date of<br>In Company of Company | |
| 8 | Principal Place of Business | |
| 9 | Act/Rule under which the firm was registered | |
| 10 | Type of Company<br>(Limited, Pvt. Ltd, Partnership, Proprietary, PSU, etc.) | |
| 11 | Turn Over of the company<br>2018-19<br>2019-20<br>2020-21<br>2021-22 | |
| 12 | Number of offices / centers in Kerala/South India/India | |
| 13 | Whether any criminal case was registered against the company or any of its promoters in the past<br>Yes/ No | |
| 14 | Other relevant Information provided * | |

* Here enclose the details such as presentation on the details of the tenderer in a CD preferably (please avoid submission of detailed leaflets/brochures etc, if possible)

Date :
Office seal

Signature of the Tenderer/ Authorized signatory

**Annexure - X**

## OFFER FORM

Having examined and accepting the conditions of the tender document no …….. we here by submit this offer for the supply of equipment/machine conforming the detailed technical specification and quantity mentioned in section IV/URS 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** |
|---|---|---|---|
| | | | |

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| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

a) We also hereby declare that we have not supplied the same make or with same/lower/higher configuration of the offered equipment/machine in any of the departments of Govt. of Kerala.

OR
(Strike out which is not applicable)

b) We hereby declare that we have supplied …… nos of equipment offered, with the same /lower/ higher configuration in any of the departments of Govt. of Kerala and the performance certificate obtained from …… nos in any of the departments of Govt. of Kerala.

| **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

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

| **Sl.** | **Name of Service Engineer** | **Mobile number** | **Location** |
|---|---|---|---|

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| No | | | |
|---|---|---|---|
| 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

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

Equipment Name :
Model :

| Sl. No. | Parameters to be calibrated | Frequency of calibration required |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |

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| | | |
|---|---|---|
| **4** | | |
| **5** | | |
| **6** | | |
| **7** | | |
| **8** | | |
| **9** | | |
| **10** | | |
| **11** | | |

Date :
Office seal:

Signature of the Tenderer/Authorized signatory

**Annexure - XIV**

## 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 20__

For_____
(Name, Designation and Address)

Accepted
_____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

**Annexure - XV**

## 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) | Profit & Loss in Lakhs (Rs) |
|---|---|---|---|
| | 2023 - 2024 | | |

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| | | | |
|---|---|---|---|
| | 2024 - 2025 | | |
| | 2025 - 2026 | | |

Total Turnover - Rs. _____ Lakhs.

Average turnover per year - Rs._____Lakhs.

Date:

Signature of Auditor/ Chartered Accountant
(Name in Capital)
Seal:

**Annexure - XVII**

## 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 HOMCO/…… DATED …….. for the supply of ……floated by the **THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD**, ALAPPUZHA, Kerala and accepts all conditions of Tender.

Signature of the Tenderer/Authorized signatory

**Annexure - XVIII**

## DEVIATION STATEMENT

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

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| | | | | |
| | | | | |
| | | | | |

Tender Inviting Authority has all the rights to accept/reject the deviations. if not accepted , Bidder has no rights to claim the deviations.

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.

**Annexure -XIX**

## AMC CHARGES

| Equipment | Name/Component | Qty | **AMC Charges after warranty** | | | |
|---|---|---|---|---|---|---|
| | | | After warranty 1st Year | After warranty 2nd Year | After warranty 3rd Year | After warranty 4th Year |

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| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

AMC CHARGES (LABOUR ONLY) per unit

Date :
Office seal:

Signature of the Tenderer/Authorized signatory

**Annexure -XX**

## SPARES PRICE LIST

Equipment Name :
Model :

| Sl. No. | Spare name | Cost (inclusive of all charges) |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

Date :
Office seal:

Signature of the Tenderer/Authorized signatory