

**PUSHPAGIRI MEDICAL COLLEGE HOSPITAL
TIRUVALLA.
KERALA STATE.**

No. PIMS&RC/MM/TN/13-2011

Date: 30-11-2011

TENDER NOTICE

Sealed competitive tenders are invited for the supply of the following stores from Original manufacturers having an annual turn over of Rs.20 crores and above for the items appended and new molecules available for the use in Pushpagiri Medical College Hospital Tiruvalla. The tender should be superscribed "Tender for the supply of Branded items of Drugs /Tender for the supply of Generic drugs " and addressed to the Medical Superintendent, Pushpagiri Medical College Hospital, Tiruvalla. **Separate tenders to be submitted for Generic drugs and Branded items .** Last date for the receipt of tenders will be on 30-01-2012, at 2 pm Late tenders will not be accepted. Tenders will be opened at 2 p.m. on 31-01-2012.

A preliminary agreement in the form provided from the Office of the Superintendent, Pushpagiri Medical College Hospital, Tiruvalla, is to be executed in Kerala Stamp paper of value of Rs.100/- . An EMD of Rs.5000/- shall accompany the tenders. The rate quoted should be firm upto 31-3-2013

Further details if required can be had from the office of the undersigned during working hours of the office.

The following details are to be provided in the quotations in the format provided in the tender form.

1. Chemical /Generic name of the drug/Drugs
2. Band name if any
3. Strength
4. Packing/Units
5. Unit price
6. Tax
7. MRP
8. Lowest price quoted
9. Discount /Free offer if any

N.B: -Items description, details regarding quantity can be had from the office of the undersigned. The tender form and the details of the drugs required can be downloaded from our Web site "www.pushpagiri.in "

Sd/-

Medical Superintendent.
Pushpagiri Medical College Hospital, Thiruvalla.

(AGREEMENT TO BE EXECUTED AND SIGNED IN KERALA STAMP PAPER OF VALUE
Rs.100/- PURCHASED IN KERALA STATE)

AGREEMENT executed on this _____ day of _____ month 2012

BETWEEN M/S _____ (Full Address) ,

(Hereinafter called “the Contractor”) and the Superintendent, Pushpagiri Medical

College Hospital, Tiruvalla, Kerala State (hereinafter called “the Purchaser”) for the Supply of

Branded items of drugs WHEREAS the Contractor has quoted for the supply of articles for the

use of Pushpagiri Medical College Hospital, Tiruvalla as per the Tender Notification No.

Dated , _____ which tender notification shall form part of this Agreement as if

incorporated herein.“AND WHEREAS the The Purchaser,has been pleased to accept the offer

subject to the conditions stipulated in the Supply order (which shall form part of this agreement as

if incorporated herein) in respect of the articles mentioned therein” AND WHEREAS the

Contractor has as security for the due fulfillment of his obligations under this deed deposited Rs .-

----- being the maximum security required in DDs. (5% of the tendered amount).

NOW THESE PRESENTS WITNESS AS FOLLOWS.

1. (A) The Contractor agrees to supply according to standard specifications and rates in the schedule appended .

(B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality 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 a period mentioned on the said goods to the Pushpagiri Medical College Hospital, Tiruvalla and that notwithstanding the fact the Purchaser or his representative may have inspected and/or approved the said goods , if during the aforesaid period of the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser, in that behalf will be final and conclusive) The purchaser 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 replace the goods, or such portion thereof as if rejected by the Purchaser 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 Purchaser in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered . 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 of the letter or paper from the Contractor will not govern this contract nor bind the Purchaser in any manner whatsoever unless such terms have been expressly accepted by the Purchaser in writing.

3. The articles and quantities to be supplied are shown in the copy of the schedule along with supply order 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. The contractor agrees that time is the essence of this contract and supply will be completed within a period specified by the Purchaser from the 7th day after receipt of letter of acceptance.

5. (A) If the Contractor defaults in the supply of all or any of the articles correctly and promptly as indicated above the Purchaser are at liberty to procure the same article of the specified specification and quality from elsewhere without canceling the contract as a whole. If the Purchaser incur, in thus procuring such materials a higher cost than the agreed rate, such excess cost may be deducted from the Contractor's bill 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 the Purchaser.

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

6. (A) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.

7. The contractor shall not assign or make over in part or wholly the contract or the benefits 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 Purchaser and 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 the Purchaser.

8. NOTWITHSTANDING the provisions contained in clause 5, the Purchaser shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

9. It shall be lawful for the Purchaser, from and out of any moneys for the time being payable or due to the contractor from the Purchaser under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Purchaser by reason of the cancellation of the contract.

10. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the guarantee period of One Year

11. The Contractor agrees that all sums found due to the Purchaser under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable.. The contractor agrees that in deciding what sum of money is due from the contractor under or by virtue of this agreement, the decision of the Purchaser shall be final and conclusive and shall be binding on the contractor.

12. The Contractor agrees that any sum of money due and payable to him from Purchaser shall be adjusted against any sum of money due to Purchaser from him under any other contracts. Arbitration shall not be a means to settle any dispute in the case and only Civil Courts having jurisdiction over Thiruvlla will be competent to settle any disputes.

13. In all other matters the Indian Contract Act 1996 shall be in force.

IN WITNESS WHEREOF the Contractor and Shri-----
------(name and designation) for and on behalf of the
Purchaser set their hands.

Signed, sealed and delivered by.....

(Contractor)

In the Presence of Witness

(1)

(2)

Signed, sealed and delivered by -----

---The Superintendent, on behalf of the Pushpagiri Medical College Hospital, Tiruvalla.

In the presence of witnesses

(1)

(2)