

**SPECIAL TERMS AND CONDITIONS OF THE TENDER**

1. **EMD:** Minimum EMD of Rs.1500/- (As per STORES PURCHASE MANUAL- 2013) should be submitted with the Tender, even if the 1% of the value of the article tendered falls below Rs.1500/-
2. **Preliminary Agreement:** The Tenderer should send along with his Tender an agreement executed and signed in Kerala Stamp Paper of value Rs.100/- purchased in Kerala State.
3. **Black listed firms** are not be eligible to participate in the Tender, depends upon the period and other condition of the authority, who black listed the firm.
4. Tenderer should accompany **authorization certificate** from the principles. Make and model of the equipment/Brand name of item and tender number should be clearly specified in the authorization certificate.
5. The **rates quoted should be inclusive** of price of the equipment/item. Taxes, duties, freight, loading and unloading charges transits insurance, octroi, road permits, packing and forwarding installation and commissioning charges (including materials and labour) etc. The rate quoted should not contain ambiguous terms such as freight on actual basis or taxes as applicable or packing and forwarding extra etc.
6. Arithmetical errors will be rectified on the following basis. If there is discrepancy between unit price and total price, which is obtained by multiplying the unit price and the quantity. **Unit price shall prevail** and the total price shall be corrected accordingly. If there is discrepancy between the words and figures, **the amount in words will prevail.**
7. Name of the Manufacturer with make and model with all technical features should be clearly specified in the Tender. **Detailed Original catalogue** of the quoted equipment should be submitted along with the Tender, in addition to data sheets if any.
8. All the certificates in support of Tender (SPD Certificate etc) should be valid as on the last date of submission of Tender. (as per tender notification).

9. Depends upon the equipment/machinery, the details of requirement of space and infrastructure needed for the proper installation and operation of the equipment should be provided (with detailed diagrams) along with tender.
10. List of installation/supply should be provided with performance certificate, preferably from Government institutions of National importance.
11. Payment will be strictly based on the budget provision and release of fund by Government. Advance payment conditions will not be accepted.
12. Supply should be made, as per consignee list, to any of the institutions under Health Services Department.
13. Tenderer will have to demonstrate the Equipment or produce the sample of the quoted item before the Technical Evaluation Committee at any time. Hence the equipment to be demonstrated or sample to be produced should be **readily available with the Tenderer as on the date of opening the Tender**. If necessary Tenderer's premises will be inspected to ensure quality criteria and infrastructure required for manufacturing the quoted product.
14. **Post Delivery Inspection:** In case, any inspected or tested goods fails to confirm specification/ quality at the final destination of supply (respective institutions), purchaser shall have the right to cancel the entire contract and will proceed to blacklist the firm. Loss if any sustained to Government will be recovered from the firm by way of revenue recovery etc.
15. **Service:** All maintenance and repairs during the contract period should be attended at the site of installation. Any request to send the equipment or part to any place will not be entertained at the Purchaser's expense. Any defect to the equipment during the contract period should be rectified within 7 days from the date of communication. If the Tenderer fails to rectify the defects under the contract within 7 days, purchaser may take such remedial measures as may be necessary at the suppliers risk and cost. If the down time due to idling of equipment for want of repair/ maintenance under warranty period exceeds 5% (55 days in the case of 3 year warranty), of the total warranty, period of warranty shall be extended accordingly.

16. **Training:** Depend upon the equipment/machinery, Tenderer should give training for purchasers personal at his plant (or) at the delivery point in assembly, start up, operation, maintenance/ repair of the supplied equipment. Necessary tools required for the same and operation manual should be provided.
17. The undersigned shall have the discretion to cancel/ reject the tender at any stage without assigning any reason.

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

**Addl. Director of Health Services (Medical)**