

## **SPECIAL CONDITIONS OF CONTRACT**

Tender Number P2-637/2016/CAPE. The last date for submission of tender and the time for opening of tender are prescribed in the tender notice.

1. Bidders shall submit their offer as per the specification appended in their own proposal forms duly signed and sealed by the authorized signatory. The Tender form issued by us should also be enclosed to the proposal.
2. Prices for optional items if any should be quoted separately.
3. If there is any deviation in the technical specification of the offered system in comparison with the technical specification required by us, the same should be clearly mentioned in the proposal by the bidder.
4. Price quoted should include all taxes, transport, loading and unloading
5. The quantity required as shown in the tender notice is tentative. The final quantity to be supplied will be decided by the Academy at the time of placing orders. The Academy reserves the right to split the order for part quantity among two or more suppliers if necessary and the same rates as quoted/negotiated shall apply.
6. Supply shall be made at the premises of CAPE Head Office, Thiruvananthapuram.
7. The supply will be supervised by the Director or any other person designated by the Director and on the basis of the certificate of satisfactory completion of supply only the final Payment to the supplier shall be effected.
8. The supply and Installation shall be completed within **30 days** of issue of purchase order.
9. **QUALIFYING REQUIREMENT FOR BIDDERS**  
Bids will be accepted from the bonafide manufactures/Agents or their direct authorized dealers only if the bidder is the original manufacturer, he should be sourcing the components/part systems. If dealer, the valid authorization/dealership certificate should be produced. For agents necessary proof of agency should be produced. The bidders, for the maintenance of supplied items should have adequate service facility in Kerala. The issue of these tender documents shall not be considered as evidence of acceptance by the Academy of the technical spec. and service competence of the tenderer. The decision of the Academy regarding the acceptability of the firm based on the documents submitted with the offer will be final and no correspondence will be entertained in this regard.
10. The Vendor should be original manufacturer, Agent or authorized service provider of the item quoted. Proof of the same has to be provided along with the tender. **The vendor should also submit an undertaking that all the components/parts, etc used in the items are original and new and that no refurbished/duplicate/second hand components/parts are used.** If any of this is found during the contract period, the contractor shall remit back to the Academy the money received by him.

## **TERMS AND CONDITIONS**

### **1. TAXES AND DUTIES**

The price shall be inclusive of all taxes, duties and levies. No additional amount on account of change in the rate of taxes, duties and levies will be allowed.

### **2. FREIGHT AND INSURANCE**

Included in the price. The transit insurance up to destination is covered under the open Insurance policy with State Insurance Scheme by the supplier.

### **3. UNLOADING**

Unloading of the items to be arranged by the firm

### **4. DELIVERY**

Items as mentioned in the supply order shall be delivered within 30 days from the date of technically and commercially clear order.

### **5. WARRANTY**

The items supplied shall be warranted for a period of minimum 3 years (onsite) from the date of supply.

### **6. DOCUMENTS**

One set each of the catalogues of the items shall be supplied along with items.

### **7. AFTER SALES SERVICE**

Prompt and satisfactory after sales service shall be arranged by the supplier.

### **8. FORCE MAJESURE**

The offer is subject to standard Force Majesure Clause terms by which the supplier will not be responsible for delivery/ delay in delivery due to the reasons beyond their control. If the execution of the supply order is delayed the period stipulated in the order as a result of outbreak of hostilities, declaration of any embargo or fire or blockage or flood or acts of nature or any other contingencies beyond supplier's control then buyer will allow such additional time as may be considered justified by extending the delivery period without imposing liquidated damages. If and when additional time is granted by the buyer, the contract/ supply shall be read as understood, if it had contained from its inspection the delivery date as extended.

### **9. SERVICE TAX**

Service Tax and Work Contract Tax if any shall be included in the quoted price. In case of any variation in the rates of taxes at the time of delivery/ execution, the same shall not be borne by the Academy.

**Sd/-**  
**DIRECTOR**