



# SAGARA HOSPITAL PUNNAPRA

(Under the Co-operative Academy of Professional Education, Estd. by the Government of Kerala)

No: SH/A2/1136/18

Dated:12.02.2019

## E-TENDER

### **PURCHASE OF DIATHERMY MACHINE**

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Name of Tenderer :

Address :

Signature of Tenderer :

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Last date and time for the receipt of tender : 15.03.2019, 3 PM

Date of opening : 15.03.2019, 4 PM

Vadackal P.O., Alappuzha - 688 003. Reg No: BI-2006/2018-19  
Phone : (Off) 0477 2269976,2240229. (Enq) 0477 2267676,2240200,203  
E-mail id : sagarahospital@gmail.com, Website : [www.sagarahospital.org](http://www.sagarahospital.org)



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## GENERAL CONDITIONS OF CONTRACT

### 1. Introduction

The terms and conditions given below shall form a part of the accompanying detailed technical specifications. The contract to be entered into shall be governed by these conditions and amendments thereto, if any.

### 2. Definitions

- a) **Hospital:** Means ("Sagara Hospital Punnapra, Vadackal P.O.Alleppey") which shall include the Administrator of the Hospital, duly authorized to act and sign on behalf of the Hospital.
- b) **Administrator:** Means the Administrator of the Sagara Hospital, Punnapra. All letters & other communications sent to the Hospital in connection with the contract shall be addressed to the Administrator.
- c) **Site:** Sagara Hospital ,Punnapra
- d) **Tenderer/Supplier/Contractor:** Means the person or firm who is submitting the proposal/ tender.

### 3. Scope of Work

#### **PURCHASE OF DIATHERMY MACHINE**

### 4. Tender

Tender should be submitted through post or courier in the prescribed form in sealed covers superscribing "PURCHASE OF DIATHERMY" against Tender Notification. No: SH/A2/1136/18 dtd.12.02.2019 so as to reach the ADMINISTRATOR, SAGARA HOSPITAL PUNNAPRA on or before the last date & time as indicated in the tender notice. No tender received after the due date and time will be accepted on any reason.

The tender should be submitted in Original. All the pages in the tender shall be fully signed by an authorized signatory of the company/firm making the tender and stamped with company/firm seal. Relevant authority of the signatories should be attached with the tender. The quoted rate shall be valid for minimum 2 months from the date of tender opening.

### 5. Earnest Money Deposit (EMD)

The Tenders should be accompanied by an EMD for an amount of Rs.4,500/- and Tender cost for an amount of Rs.1,000/- in the form of DD payable at SBI, Punnapra in favour of The Administrator, Sagara Hospital, Punnapra.

### 6. Acceptance

The authority for the acceptance of the tender rests exclusively with the Administrator. The Administrator does not undertake to accept the lowest or any particular tender or to assign any reason for the rejection of any tender.



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## 7. Security Deposit

The successful tenderer shall, within a week from the date of intimation of the acceptance of his/their tender, submit a security deposit for an amount equivalent to 5 % of the value of the contract for the faithful performance of the contract and for guaranteeing the performance of the equipment in the form of F.D receipt in favour of the bidder and pledged with the Administrator. This amount will be returned after the fulfilment of the contract.

## 8. Agreement

The successful tenderer shall, after depositing the SD, execute an agreement with the Administrator for the proper fulfilment of the contract as per the Proforma attached as annexure. The accepted tender with all the enclosed schedules, copy of tender notice, conditions of contract and technical specifications, letter of award shall form part of this agreement. The cost of all stamp papers for executing the agreement and legal expenses incident thereto shall be borne by the successful bidder.

9. The contractor shall not assign/sublet to any person or persons the execution of the work any part thereof without the consent of the Academy, who shall have absolute power to refuse such consent and or to cancel the contract at any time if not satisfied with the manner in which contract is being executed.

10. In case the tenderer/supplier fails to execute the work within the time provided the contractor commits any breach of the contract, it shall be lawful to arrange the contract at the risk and cost of the contractor.

11. No representation of enhancement or rates once accepted will be considered.

12. The Hospital reserves the right to cancel the work order in part or in full by giving one week advance notice by registered post if the contractor fails to comply with any of the terms of the contract.

## 13. Dispute

All disputes regarding this tender shall be settled by a process of mutual negotiation.

## 14. Acceptance of Terms & Conditions

The contractor must confirm their acceptance of the terms and conditions mentioned herein above.

**CONTRACTOR**

**ADMINISTRATOR**

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**This agreement shall be made in a stampaper worth Rs.200/-**

## Annexure Agreement

ARTICLES OF AGREEMENT executed on this the ..... day of ..... Two thousand and thirteen..... BETWEEN the ADMINISTRATOR, Sagara, Hospital, Punnapra (hereinafter referred to as "the Administrator") of the one part and

Shri.....  
..... (H.E Name and address of the tenderer) hereinafter referred to as "the bounden" of the other part.

WHEREAS in response to the notification No..... dated ..... the bounden has submitted to the Administrator a tender for the ..... specified therein subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with the Administrator a sum of ` ..... as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows :-

1. In case the tender submitted by the bounden is accepted by the Administrator and Contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the Administrator incorporating all the terms and conditions under which the Administrator accepts his tender.
2. All sums found due to the Administrator under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provision of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Administrator may deem fit.

In witness whereof Shri..... (H.E name and designation ) for and on behalf of the Sagara Hospital Punnapra and Shri..... the bounden have hereunto set their hands the day and year shown against their representative signatures.

Signed by Shri..... (Date)  
..... In the presence of witnesses

1. ....
2. ....

Signed by Shri..... (Date) .....  
In the presence of witnesses.

1. ....
2. ....

**CONTRACTOR**

**ADMINISTRATOR**

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