

GOVERNMENT MEDICAL COLLEGE, HALDWANI.

Dear Tenderer,

Kindly find enclosed the general terms & conditions along with the proposed list of Equipments & Instruments for Gynae Deptt. Such as Laryngoscope, Ambu bag, Nebulizers etc. to be purchased for **Government Medical College & its associated Hospital in Haldwani District- Nainital (Uttarakhand): -**

It may kindly be noted that this document comprising all sections is given in good faith and meant to serve only as a guide to the tenderer. The **Government Medical College, Haldwani** is not responsible if any such information is found to be incorrect, partly or in whole and for any deductions, conclusions or interpretations drawn by the tenderer. It is therefore, imperative that the tenderer must obtain and examine for himself all the data, information and particulars required for the satisfactory execution of works. The quantity shown against the items can be increased or decreased to any extent depending upon the actual requirement at the time of issue of Purchase Order. The **Principal Government Medical College, Haldwani** also reserves the right to change any specifications or incorporate any modifications in the list of items or increase or decrease the scope of work if deemed necessary, without assigning any reason whatsoever.

HALDWANI

DATED 17.12.2016

(Dr. C.P Bhisora)
PRINCIPAL
GOVERNMENT MEDICAL COLLEGE
HALDWANI (NAINITAL)

राजकीय मेडिकल कॉलेज, हल्द्वानी

रामपुर रोड, हल्द्वानी- 263139 जिला:-नैनीताल (उत्तराखण्ड)

दूरभाष संख्या: (05946) 255255, 255926, Ext. 4216, 4365, फैक्स संख्या:- (05946) 282578, e-mail: principal.gmchld@rediffmail.com

निविदा सूचना

राजकीय मेडिकल कॉलेज, हल्द्वानी एवं सम्बद्ध चिकित्सालय हेतु निम्नलिखित सामग्री की आपूर्ति हेतु सीलबन्द निविदायें आमंत्रित की जाती हैं:-

निविदा क्र० स० (1)	सामग्री का नाम (2)	निविदा प्रपत्र का मूल्य (₹ में) (3)	धरोहर राशि (ई० एम० डी०) (₹ में) (4)	निविदा खोलने की तिथि एवं समय (5)
46	Equipments & Instruments for Gynae deptt. Such as Laryngoscope, Ambu bag, Nebulizers, Labour Table, Episiotomy Scissor, Tuboplasty set etc. हेतु निविदा।	573/- (500.00+14.5% Vat)	20,000.00	18.01.2017 (4.30 P.M)

निविदा प्रपत्र जिसमें कि समस्त विवरण अंकित है, नॉनरिफण्डेबल नकद/बैंक ड्राफ्ट द्वारा कय विभाग कार्यालय प्राचार्य राजकीय मेडिकल कॉलेज हल्द्वानी, जिला नैनीताल से किसी भी कार्य दिवस में निविदा खोलने की तिथि पूर्वान्ह: 11:30 बजे तक अंकित धनराशि के भुगतान पर प्राप्त किये जा सकते हैं। उक्त तिथि को अवकाश होने पर निविदायें अगले कार्यदिवस में प्राप्त की जायेंगी व खोली जायेंगी। यदि निविदा प्रपत्र स्पीड पोस्ट द्वारा मंगाया जाना है तो अतिरिक्त ` 50.00 (रु० पचास मात्र) की धनराशि देय होगी। निविदा प्रपत्र हेतु बैंक ड्राफ्ट प्राचार्य राजकीय मेडिकल कॉलेज के नाम निरूपित होगा जो कि हल्द्वानी में देय होना चाहिए। स्पीड पोस्ट द्वारा भेजा गया निविदा प्रपत्र यदि देर से प्राप्त होता है तो राजकीय मेडिकल कॉलेज हल्द्वानी की कोई जिम्मेदारी नहीं होगी तथा उक्त पर कोई विचार नहीं किया जायेगा। निविदा उपरोक्तानुसार अंकित तिथि एवं समय पर खोली जायेगी। प्राचार्य राजकीय मेडिकल कॉलेज, हल्द्वानी को बिना कारण बताये निविदा को पूर्ण रूप से/अंश में स्वीकार/निरस्त करने का पूर्ण अधिकार होगा। उपरोक्त समस्त निविदाओं हेतु prospective bidder के साथ pre-bid conference दिनांक 28.12.2016 को अपरान्ह: 3:30 बजे से राजकीय मेडिकल कॉलेज हल्द्वानी में होगी। उपरोक्त निविदा से सम्बन्धित अन्य संशोधन/विस्तारीकरण एवं निरस्तीकरण सूचना वेबसाईट www.gmchld.org पर ही उपलब्ध होगी।

दूरभाष संख्या:- 05946 & 255255, 255926 Ext. 4216, 4365, फैक्स संख्या:-05946-282578

विज्ञापन संख्या- 54/Equipments& other items/GMC/Purchase/December/2016-17

प्राचार्य

GOVERNMENT MEDICAL COLLEGE, HALDWANI.
& Its associated Hospital in Haldwani

TENDER DOCUMENT

CONTROL SLIP

Tender No.	:	/46/GMC/Purchase/Equipts & Inst. For Gynae Deptt./ 2016-17
Name of the Firm	:	
Address of the Firm	:	
No. of pages	:	28 (Twenty Eight)
Tender fees	:	` 573/- (Rupees Five Hundred Seventy Three only)
Last date of receiving tenders (time)	:	18.01.2017 (1.30 P.M.)
Date of opening of tenders (time)	:	18.01.2017 (4.30 P.M.)

- N.B.** 1. Kindly go through the enclosed "**terms and conditions**" thoroughly. The tender forms should be complete in every respect.
2. Kindly ensure that different parts of the bid are submitted in clearly marked separate sealed envelopes.

GOVERNMENT MEDICAL COLLEGE, HALDWANI.

Tel. No: (05946) 255255, 255926

Fax No: (05946) 282578

TENDER DOCUMENTS**CHAPTER-1****INSTRUCTION TO BIDDER**

1. Sealed Tenders are invited from reputed manufacturers or their authorized distributor/dealers only for the supply of the following Equipments & Instruments for Government Medical College and its associated Hospital in Haldwani, Distt. Nainital (Uttarakhand): -

Tender No.	Particular of Items (1)	Cost of Tender Document (2)	Earnest Money Deposit (3)	Last Dt.& time for Opening of Tender (4)
46	Equipments & Instruments for Gynae deptt. Such as Laryngoscope, Ambu bag, Nebulizers, Labour Table, Episiotomy Scissor, Tuboplasty set etc. हेतु निविदा।	573/- (500.00+14.5% Vat)	20,000.00	18.01.2017 (4.30 P.M)

The Tender booklet containing terms & conditions, item details, specification, can be obtained from the **Purchase Department, Office of the Principal, Government Medical College, Rampur Road, Haldwani-263139 Distt:- Nainital (Uttarakhand)**, on any working day upto 18.01.2017 by 11:30 A.M. after submission of non-refundable Cash/Demand Draft of ` 573/- favouring Principal, Government Medical College, Payable at Haldwani. Additional postal charges of ` 50/- (Rupees Fifty) should be added if the Tender form is requisitioned through Speed/Registered post. The Government Medical College, Haldwani will not be responsible for any postal delay. The last date for receiving the Tender is up to 18.01.2017 at 1.30 PM. The Principal Government Medical College, Haldwani reserves the right to reject or accept in full or in part any or all the Tenders received without assigning any reasons thereof.

2. Tenders should be submitted to the **Tender Box/Purchase Department, Office of the Principal, Government Medical College, Rampur Road, Haldwani-263139 District-Nainital (Uttarakhand) under sealed cover latest by 18.01.2017 (1.30 P.M) failing which bid shall be declared non-responsive.**The Principal, Government Medical College, Haldwani reserves the right to reject one or more tenders without assigning any reason thereof.
3. The Tender forms should be clearly filled in ink legibly or type written giving full address of the tenderers.
4. The tenderers should quote the rates and amount tendered by him/ them in figures as well as in words. Alteration if any unless legibly attested by the tenderers, with their full signature, shall invalidate the tender.
5. The tenders should be signed by the tenderer himself/ themselves or his/their authorized agent on his/their behalf. In case the tender is signed by the authorized signatory/agents, the authority letter in their favour shall be enclosed with the tender.
6. Sealed tenders are to be submitted as per the format submitted in two parts i.e; **Part- I Technical bid & Part- II Financial bid. The original format of technical & financial bid (As is given in Annexure "A" & "B" in chapter-6) should be duly filled up and to be submitted along with desired documents in respective parts of the bid.**

TENDER DOCUMENT

7. **Self attested/True attested copy of sales tax registration certificate upto date, Turnover proof, Sales tax clearance certificates/ latest VAT Challan Slip attested by a gazetted officer/self attested along with original affidavit of ` 10/- Stamp Paper duly notarized as per the prescribed format given in the tender document** and required FDR/Bank Guarantee as EMD, must be attached with the tender **Part-I (Technical Bid)**. The technical bid of the tenderer must also contain the name of the items quoted, its serial no. (as is given in the Tender Document), detailed specification, company catalogue, list of accessories, brand name etc.along with dealer/distributor's **authorization certificate (if quoted other than manufacturer)**. Otherwise the tender may be considered for rejection.
8. The tenderer should clearly state whether they are the manufacturers, accredited agents, sole representatives of the Principals along with attested certificate confirming their status in the Technical bid.
9. The Tenderer should submit the details of earlier supplies made in India of the offered items and submit the user certificate in this regard in the technical bid.
10. The tenderer will arrange to demonstrate at College site the offered model for technical evaluation within 15 days time from date of opening of Technical bid or as per the decision of Purchase Committee. Failure to demonstration of the offered item by supplier in stipulated period will attract rejection of the bid. In case the item/equipment cannot be demonstrated at college site due to technical reason the bidder may arrange the demonstration on any other nearest place with the written permission of competent authority as a special circumstance. But all the cost pertaining to attending the said demonstration by technical & purchase committee member will be said bidders account.
10. The Tenderer must submit the technical compliance statement on the offered items in comparison to required specification of the tender. The deviation must be clearly highlighted against each point. The compliance statement must be enclosed in technical bid along with product data sheet.
12. Maximum supply time complete in all respect including commissioning at site should be within **five (05) weeks** from the date of purchase order. All the delivery schedule with definite date of delivery & commissioning which should not be more than five (05) weeks at destination **i.e; Central Store, Dr. Susheela Tiwari Government Hospital Haldwani-263139 District-Nainital, (Uttarakhand)** taking into cognizance of all lead times must be indicated in the **Tender Part-II (Financial bid)**.
13. The tenderer should take care that the rates and amounts are written in such a way that interpolation is not possible. Price should be duly typed in words as well as in figures. No blank space should be left, which would otherwise make the tender liable to rejection.
14. **The tenderers shall use the original tender format as enclosed in the tender booklet for submitting their offer duly signed by them on each page.** Item wise rates indicating units can be offered on letterhead of the firm. Additional pages may be attached for providing supplementary information wherever needed. **No Financial information should be given in the Technical Bid (Chapter-6, Part-I, Annexure "A")** Otherwise it will be considered for rejection.
15. **The price proposal of 08 years Labour Annual Maintenance Contract (LAMC) & Comprehensive Annual Maintenance Contract (CAMC) of the quoted equipment as per enclosed format on page no. 25 of this Tender Document should be submitted in Financial Bid. (Part- II) In absence of that the Tender may be rejected. The Financial Bid will be evaluated taking equipment price & eight (08) years CAMC price into consideration. The service tax on AMC & CAMC must be clearly mentioned whether inclusive or exclusive. If exclusive, rate must be mentioned clearly.** The Price bid information may also be given on soft copy (i.e CD/floppy) & to be kept in Financial Bid Envelope. The Price proposal of LAMC/CAMC should be Quoted in Indian Rupees only. If the rate of VAT/Service tax are not mentioned clearly, it will be presumed that the quoted price are inclusive of VAT/ Service tax.

TENDER DOCUMENT

16. The tenderer must submit an undertaking from the manufacturer/Principal company that “The manufacturer/Principal company will ensure smooth services to the equipment and supply of parts through alternative network if the distributor/dealer or Indian agent failed to provide LAMC/CAMC & warranty services to the equipment”. They will also undertake to ensure the supply of the parts for the equipment for 10 years from the date of purchase/commissioning.
17. The tenderer and its manufacturer must agree to the condition as mentioned in Labour Annual Maintenance Contract (LAMC) & Comprehensive Annual Maintenance Contract (CAMC) agreement format enclosed in page 25 to 28 of the tender booklet. The successful tenderer is also required to submit the Bank Guarantee agreement (CAMC/LAMC) enclosed on page no. 21 of the tender document.
18. **The Part-1 (Technical bid) & Part-2 (Financial bid)** along with required documents should be sealed in separate envelopes subscribing as Technical bid & Financial bid respectively on top of it along with the name & address of the bidder. Further the bidder must put both the sealed envelopes into a big envelope and sealed it properly and subscribing its name & address in left hand corner along with the tender reference number on top of it.
19. **₹ 20,000.00 (Rupees Twenty Thousand only) shall be deposited by the Tenderer as Earnest money deposit (EMD).** Earnest money shall be paid in the form of **Fixed deposit receipt pledged to Principal, Government Medical College, Haldwani or Bank Guarantee** in favour of the **Principal, Government Medical College**, payable at **Haldwani**. The EMD should be enclosed with the **Part- I (Technical bid)** of the tender failing, which the tender will be rejected. EMD in any other form will not be accepted. **The validity of EMD should be at least 1 year 45 days. EMD of lesser period will be treated as non-responsive & rejected. EMD can also be pledged as security deposit for successful tenderer.**
20. In case of indigenous goods the price quoted should be in Indian Rupees & on F.O.R. site i.e.; **Central Store, Dr. Susheela Tiwari Govt. Hospital Haldwani-263139 District-Nainital (Uttarakhand)** basis inclusive of all levies and duties except taxes wherever applicable which should be indicated in the offer clearly. The rates of sales/ trade tax should be clearly indicated wherever chargeable. If the rates of VAT/Tax etc are not mentioned it will be presumed that the quoted rates are Inclusive of VAT/Tax. The Financial bid will be evaluated taking quoted Bio Medical Waste Bin price into consideration.
21. the tenderer should submit the price offer in foreign currency for FOB Value. Insurance, freight up to Haldwani and Agency commission if any should also to be mentioned separately. The offer should also indicate what is the present custom tariff/duty including Excise duty for said item under import. **The charges for** carrying & forwarding, Custom Clearing Charges etc. if any should also to be mentioned separately for the said items for delivery at hospital site. The tenderer can also quote the said items in Indian Rupees on FOR site basis i.e; **Central Store, Dr. Susheela Tiwari Govt. Hospital Haldwani-263139 District-Nainital (Uttarakhand)** Rates of Trade Tax/Other taxes/Duties chargeable should also be indicated clearly.
22. The tenderer has to ensure to enclose the following documents in their bid otherwise the tender may be rejected.

Check List of Documents

Sl. No.	Documents
A.	<u>Document to be enclosed in Technical bid envelops:</u>
1.	EMD Amount (In shape of Bank Guarantee/Fixed Deposit Receipt) for one year & 45 days
2.	Dully filled up form as given in annexure 'A' of the tender booklet.
3.	Copy of Trade tax/central trade tax/VAT registration certificate (Self attested/attested)
4.	Trade tax clearing certificate/latest VAT Challan. (Self attested/attested)
5.	Notarized Affidavit in Rs.10/- stamp paper as per prescribed format given in the tender
6.	CA Certified turnover certificate for last three financial year or CA Certified balance sheet showing turnover/sales for last three year.
7.	Authorized letter of dealership or industry registration certificate in case of manufacturer.
8.	Technical details & catalogue of the quoted items,
9.	Any other documents as mentioned in the tender booklet or relevant to tender.
B.	<u>Document to be enclosed in Financial bid envelops:</u>
1.	Dully filled up form as given in annexure 'B' of the tender booklet.
2.	Price information on prescribed price bid format.
3.	Any other documents as mentioned in the tender booklet or relevant to tender.

CHAPTER-2

CONDITION OF CONTRACT AND RESTRICTION

The said tender will be governed by following terms and conditions.

1. **Only manufacturers/ Principal Company and their authorized distributor/dealers are eligible for participation in this tender. The tenderers having minimum turnover of Rupees Twenty Five Lakhs Per year from the said business for the last three financial years are eligible for participation in the tender. In case the tender is submitted by the foreign country manufacturer through its Indian agent/distributor the turnover of either manufacturer or the agent/distributor will be considered for the turnover clause. Sub-letting is not allowed.** Documentary proof such as authorization/dealership certificate, 3 years Chartered Accountant Certified balance sheet showing turnover of said business/turnover certificate to be enclosed by the tenderer in the **Technical Bid**. Otherwise the tender will not be considered.
2. The tenderer would be deemed to have considered and accepted all the terms and conditions mentioned in these tender documents. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender. Any action on the part of the tenderer to influence any person of the organization will make the tender liable to rejection.
3. The number/ quantity shown in the list of items may be increased or decreased to any extent depending upon the actual requirement and the order for supply can be divided into quarterly/monthly requirement basis as per the discretion of the government Medical College Haldwani.
4. The **Principal, Government Medical College, Haldwani** reserves the right to cancel/reject in full or in part any tender without assigning any reasons and to relax (to any degree) one or more of the conditions of this tender in any case.
5. The tenderer shall specify after sales services/facilities during and after the effective guarantee/warranty period. The tenderer shall also confirm to free installation/ commissioning, demonstration and training of the concerned staff of the department.
6. In the case of placement of Purchase Order, the Vendor (the tenderer whose tender is accepted) shall have to confirm the non-acceptance of the Purchase Order on or before three (3) days from the date of the dispatch of Purchase Order, otherwise it will be deemed that the offer is acceptable to the Vendor.
7. The **Principal, Government Medical College, Haldwani** or the authorized representative **may in writing make any revision or change in the Purchase Order**, including additions or deletions from the quantities originally ordered or in the specifications or drawings. If any such revision/change affects the price or delivery, the same shall be subjected to the adjustment of price/delivery, where required on a reasonable basis by mutual agreement in writing. The Vendor should communicate this within 7 days of the date of dispatch of such orders by the **Government Medical College, Haldwani**.
8. The **Principal Government Medical College, Haldwani** reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to revise the contract wholly or in part by a written motion to the Vendor, if (a)The Vendor fails to comply with the terms of the Purchase Order including specifications and other technical requirements. (b) The Vendor becomes bankrupt or goes into liquidation. (c) The Vendor fails to deliver the goods in time and/or does not

TENDER DOCUMENT

replace the rejected goods promptly. (d) A receiver is appointed for any of the property owned by the Vendor.

9. Upon receipt of the said cancellation notice, the Vendor shall discontinue all work of the Purchase Order and matters connected with it.
10. **` 20,000/- (Rupees Twenty Thousand only) shall be deposited by the Tenderer as Earnest money deposit (EMD).** Earnest money shall be paid in the form of **Fixed deposit receipt pledged to Principal, Government Medical College, Haldwani or Bank Guarantee** in favour of the **Principal, Government Medical College**, payable at **Haldwani**. The EMD should be enclosed with the **Part- I (Technical bid)** of the tender failing, which the tender will be rejected. EMD in any other form will not be accepted. **The validity of EMD should be at least 1 year 45 days. EMD of lesser period will be treated as non-responsive & rejected. EMD can also be pledged as security deposit.**
11. Successful bidder will have to submit security deposit/performance security to the tune of 10% of the order value. Security deposit shall be furnished in the form of Fixed deposit receipt pledged to Principal, Government Medical College, Haldwani or Bank Guarantee in favour of the Principal, Government Medical College, payable at Haldwani. The security deposit/performance security is refundable/valid sixty days beyond the date of completion of all contractual obligations of the supplier/bidders including warrantee/guarantee obligation.
12. **No Interest is payable by Government Medical College, Haldwani on the EMD and Security deposit amount.**
13. Unless otherwise specified in the order, the order price shall remain firm and will not be subjected to escalation of any description during the pendency of the order, notwithstanding the change in the cost of material, labour and/ or taxes variations, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever. But if the price of the any item goes down the benefit of decrease price to be extended by the successful tenderer to the government Medical college, Haldwani.
14. In case of indigenous goods the price quoted should be in Indian Rupees & on F.O.R. i.e; Central Store, Dr. Susheela Tiwari Govt. Hospital Haldwani-263139 District-Nainital (Uttarakhand) basis inclusive of all levies and duties except taxes wherever applicable which should be indicated in the offer clearly. The rates of sales/ trade tax should be clearly indicated wherever chargeable.
15. In case of imported goods the tenderer should submit the price offer in foreign currency for FOB Value. Insurance, freight up to Haldwani and Agency commission if any should also to be mentioned separately. The offer should also indicate what the present custom tariff/duty is including Excise duty for said item under import. The charges for carrying & forwarding, Custom Clearing Charges etc. if any should also to be mentioned separately for the said items for delivery at hospital site. The tenderer can also quote the said items in Indian Rupees on FOR site basis i.e; Government Medical College, Rampur Road, Haldwani, Distt. Nainital (Uttarakhand). Rates of Trade Tax/Other taxes/Duties chargeable should also be indicated clearly. If the rates of VAT/Trade Tax are not mentioned it will be presumed that the quoted rates are Inclusive of VAT/Trade Tax.
16. The offer of the tenderers shall initially remain valid upto 31st January 2018. and can be extended further for another 02 (Two) years on mutual consent of both the parties (Principal Government Medical College Haldwani & the Tenderer) No change in rates, terms and condition will be allowed during the validity of the said tender.
17. All goods or materials shall be supplied by the Vendor strictly in accordance with the specifications, other attachments and conditions stated in the tender offer and Purchase Order

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and alterations of these conditions shall not be made without the permission of the **Principal, Government Medical College, Haldwani** in writing, which must be obtained before any work against the order is commenced.

18. **The supplier shall provide guarantee/warranty to all the materials/goods/equipment for a minimum period of 24 (Twenty Four) months from the date of the delivery & satisfactory installation of the Items.** The guarantee on materials/goods/equipment will cover any trouble or cheating originating with the manufacturing, design, materials, workmanship, non-supply of any standard attachment or operating characteristics. The supplier shall have to make at site repair and replacement of defective parts to permit the material to function in accordance with the specifications and to fulfill the foregoing guarantees at the earliest to the satisfaction of authorized representative of Medical College.
19. In case of any trouble or defect originating as per clause 17 & 18 then the supplier will have to furnish and install the proper materials/equipment and the cost of such materials/equipment will not be borne by the Government Medical College, Haldwani and the replaced materials/equipment shall be similarly guaranteed/Warranted for remaining period or 12 (twelve) months from the date of the satisfactory supply & installation of the equipment whichever is least.
20. The supplier will be provide the service during warrantee period without any delay. The delay in service causing breakdown beyond 48 hours will affect penalty @ 0.1% of equipment value per day basis.
21. In case of delay in providing the warrantee services the Government Medical College, Haldwani may remove any defective materials, at the supplier's expense.
22. In the event that the items /materials supplied do not meet the specifications and/are not in accordance with the drawings data sheets or the terms of the Purchase Order and rectification is required at site, the Government Medical College, Haldwani shall notify to the supplier giving full details of differences. The supplier shall attend the site within 3(three) days of receipt of such notice to meet and agree with representative of the Government Medical College, Haldwani about the action required to correct the deficiency.
23. If the supplier fails to attend meeting at site within the time prescribed above, the Government Medical College, Haldwani may immediately get the same rectified and supplier shall reimburse to the Government Medical College all costs and expenses incurred by the **Government Medical College, Haldwani** in removing such trouble or defect.
24. All equipment/ materials/ Items supplied by the Vendor, in pursuance to this tender irrespective of whether the engineering, design-data or other information has been furnished, reviewed or approved by the Government Medical College, Haldwani shall be guaranteed to be of the best quality of their respective kind (unless otherwise specifically authorized in writing by the **Government Medical College, Haldwani**) and shall be free from faulty design (to the extent such design is not furnished by the Government Medical College, Haldwani), workmanship and materials and to be of sufficient size and capacity and of proper materials so as to fulfill all conditions in all respects and operating conditions, if any specified in the Purchase Order.
25. The supplier shall furnish a **performance security of 10% of the equipment value to all the material/goods for a minimum period of 26 month against the satisfactory performance of the equipment during the effective guarantee period** and this will be released after the completion of the said period.

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26. 100% payment would be released initially i.e. within 60 days from the date of receipt or inspection of complete items / equipment at the (Government Medical College, Rampur Road, Haldwani, Distt:- Nainital (Uttarakhand) whichever is later)
27. In case of imported items the letter of credit will be established on 100% of C.I.P. destination value with the condition that 80% payment will be made on delivery at site and balance on satisfactory testing/installation of the equipments/instruments, submission of LAMC/CAMC and other relevant papers pertaining to all statutory clearances (to be done at the Vendor's end).
28. Delivery time period shall be a maximum of (05) five weeks from the date of purchase order and no variation shall be permitted normally without prior authorization obtained from competent authority.
29. In the event of delay in making delivery by the supplier, it will be at the discretion of the **Government Medical College, Haldwani** to receive delivery or Purchase from other available source at higher price and the differential amount of said purchase can be recovered from the supplier's pending payment/ EMD/ security.
30. Forced Majeure shall mean and be limited to the Any war/ hostilities, Any riot or civil commotion, Any earthquake, flood, tempest, lightning or other natural physical disaster, Any strike, or lock out (only those exceeding 10 continuous days in duration) affecting the performance of the supplier's obligation.
31. The supplier shall intimate the **Government Medical College, Haldwani** by a registered letter duly certified by Local Chamber of Commerce or Statutory authorities, at the beginning and end of the above causes of delay, within seven (7) days of occurrence and cessation of such Forced Majeure conditions. In the event of delay lasting for over one month, it arising out of causes of Forced Majeure, the Government Medical College, Haldwani reserves the right to cancel the order and the provisions governing termination stated under Articles Act shall apply.
32. In the event of delay in delivery and/ or unsatisfactory manufacturing progress and supply, the **Government Medical College, Haldwani** has the right to cancel the Purchase Order in whole or in part without liability for cancellation charges.
33. In the event of rejection of non-conforming goods the Vendor shall be allowed, without any extension of delivery time to correct the non-conformities. Should however the Vendor fail to do so within the stipulated time, the Government Medical College, Haldwani may cancel the order.
34. No payment shall be made for rejected goods/ materials nor the suppliers would be entitled to any claim for such Items /materials.
35. Rejected goods /materials would be removed by the suppliers from the site within two weeks of the date of rejection at their own cost. In case the goods/ materials are not removed, they will be auctioned at the risk and responsibility of the suppliers without any further notice.
36. For delays arising out of Forced Majeure, the supplier shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of

TENDER DOCUMENT

Forced Majeure and neither the Medical College nor the supplier shall be liable to pay extra cost provided it is mutually established that Forced Majeure conditions did actually exist.

37. The supplier shall categorically specify the extent of Forced Majeure conditions prevalent in his works (such power restriction etc.) at the time of submitting the bid and whether the same have been taken into consideration or not in the quotations.
38. In case of not honoring the Purchase Order the **Principal, Government Medical College, Haldwani** will have the right to impose penalty as deemed fit and to resort to make purchase at the supplier's cost and risk and also to forfeit the security deposit/EMD/Performance Bank Guarantee of the supplier or to impose penalty as deemed fit.
39. In the case of non-supply of equipment/materials within the stipulated period, it will be at the discretion of the **Principal, Government Medical College, Haldwani** to accept delivery with late delivery clause @ ½% per week to the maximum extent of 5% of the ordered value for delayed supplies as liquidated damages.
40. All disputes and questions, if any arising between the **Government Medical College, Haldwani** and the Vendor out of or in connection with the terms and conditions contained herein as to the construction or application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any Items /materials or as to any other matter in any way relating to these, shall be referred to a single arbitrator, in case the parties agree upon one, otherwise two arbitrators, one to be appointed by the Vendor and the other by the **Government Medical College, Haldwani** and an umpire in accordance with and subject to the provision of Indian Arbitration Act, 1940 for any statutory replacement or modifications thereof for the time being in force. The venue of such arbitration shall be at **Haldwani, Uttarakhand (India)**. The decision of the arbitrator shall be final and binding upon both the parties. The jurisdiction of Nainital Courts only shall be the venue for settling legal disputes if any.

(Dr. C.P Bhaisora)
PRINCIPAL
GOVERNMENT MEDICAL COLLEGE
HALDWANI (NAINITAL)

CHAPTER-3

The requirements of goods for Government Medical College & it's associated hospital is as follows:-

Sl.No.	Description of Items	Qty.	Name of the Deptt.
1.	Laryngoscope Adult with 5 Blade set	03	Obst. & Gynae
2.	Laryngoscope Pediatric	01	
3.	Ambu Bag Adult	03	
4.	Ambu Bag Pediatric	02	
5.	Nebulizers	05	
6.	Kidney Tray	10	
7.	Cheatle Forceps	04	
8.	Steel Bowl (Small)	10	
9.	Artery Forceps 6"	24	
10.	Artery Forceps 8"	18	
11.	Allis Forceps 6"	30	
12.	Allis Forceps 8"	20	
13.	Episiotomy Scissor	10	
14.	Tissue Scissor 7" (Tuft)	20	
15.	Suture cutting Scissor 7"	05	
16.	Sponge Holder 10"	20	
17.	Needle Holder 6"	20	
18.	Needle Holder 8"	20	
19.	Tooth Forcep's 6"	20	
20.	Non Tooth Forcep's 6"	05	
21.	Vulsellum	04	
22.	Cusco's Speculum (Small)	04	
23.	Cusco's Speculum (Medium)	04	
24.	Tuboplasty Set	02	
25.	Dilator Set	02	
26.	Ant. Vaginal wall Retractor	06	

TENDER DOCUMENT

Sl.No.	Description of Items	Qty.	Name of the Deptt.
27.	SIMs Speculum (Medium) no.2	04	Obst. & Gynae
28.	SIMs Speculum (Small) no.1	04	
29.	Baby SIMs	02	
30.	Mattress for Examination Table	02	
31.	Labor Room Table	01	
32.	Suction Machine (Electric)	02	
33.	CTG Machine	01	

CHAPTER-4**TECHNICAL DETAIL OF THE PRODUCTS:-**

SI. No.	Name of the items	Specifications	Qty.
1.	Laryngoscope Adult with 5 Blade set		03
2.	Laryngoscope Pediatric		01
3.	Ambu Bag Adult		03
4.	Ambu Bag Pediatric		02
5.	Nebulizers		05
6.	Kidney Tray		10
7.	Cheatle Forceps		04
8.	Steel Bowl (Small)		10
9.	Artery Forceps 6"		24
10.	Artery Forceps 8"		18
11.	Allis Forceps 6"		30
12.	Allis Forceps 8"		20
13.	Episiotomy Scissor		10
14.	Tissue Scissor 7" (Tuft)		20
15.	Suture cutting Scissor 7"		05
16.	Sponge Holder 10"		20
17.	Needle Holder 6"		20
18.	Needle Holder 8"		20
19.	Tooth Forcep's 6"		20
20.	Non Tooth Forcep's 6"		05
21.	Vulsellum		04
22.	Cusco's Speculum (Small)		04
23.	Cusco's Speculum (Medium)		04
24.	Tuboplasty Set		02
25.	Dilator Set		02
26.	Ant. Vaginal wall Retractor		06

TENDER DOCUMENT

Sl. No.	Name of the items	Specifications	Qty.
27.	SIMs Speculum (Medium) no.2		04
28.	SIMs Speculum (Small) no.1		04
29.	Baby SIMs		02
30.	Mattress for Examination Table		02
31.	Labor Room Table	<ul style="list-style-type: none"> • Complete body of the OT table and all it's attachment for application should be high quality stainless steel not nickel or chrome plated. • Base of the table mounted on plastic wheels of 5 cm dia meter with manual floor locking, swivel and rotation facility. • Leg section and head section are detachable and adjustable manually. Sturdy T type base. Base and column covered with stainless steel to prevent entry of dirt & Fluid. • Mobile base with smooth and easy floor locking system by remote. • Frame side rails and accessories are made of stainless steel. Noiseless and smooth operation. • Manually operated kidney bridge is built in. in built rechargeable battery to work off line. Completely rust proof design. Leg and hands support are fully padded. • LED based examination light should be integrated in table. • Table top in three sections centrally mounted on the column. • Length : 1550 to 1600 mm • Width : 550 mm to 600mm • Height adjustment : 750 mm to 1000 mm without mattress. • Table top is covered with high quality removable 5 cm thick mattress for cleaning Lateral tilt : +/-20 deg. • Back Section : +/- 80 deg. • Leg Section : 0 to 90 degree • ISO/BIS/CE approved product. 	01

TENDER DOCUMENT

Sl. No.	Name of the items	Specifications	Qty.
32.	Suction Machine (Electric)	<ul style="list-style-type: none"> • Should have ISI & CE marked Accelerator High – Vacuum. • Quality should ne approved from Bureau of Indian Standards. • Should have shock proof, Light weight FRP cabinet. • Noise level of suction apparatus is 50 dB+/- 03 Db. • Oil free Rotary Vane type vacuum pump with -740+/- 10mm Hg. • 2 x 2.0 Ltrs. Polycarbonate jars with overflow safety. • 320 watt, 1440 RPM, 0.50 H.P. Electric Motor. • Electrical requirement – 220 ~ 230V, 50 Hz, single phase. • Ideal for MTP/medical/surgical procedures. • Free air displacement 30 ~ 35 LPM. • Should have Non collapsible Silicon tubing. • Should have bacterial filter fitted on top. • Should have heavy duty HN- 65 castors. • Should have 100mm vacuum Gauge. 	02
33.	CTG Machine	<ul style="list-style-type: none"> • Light and compact design simple to use front panel controls. • 12” TFT color screen, foldable screen for better and clear view. • The internal line 152mm thermal printer can record FHR, TOCO. • Standard patient event marker and clinical event marking button to separately mark clinical events. • Auto fetal movement should be available. • Should have multi crystal, wide beam form, high sensitivity ultrasound transducer of 1.0 Mhz ultrasound power. • AC operated with good battery backup of Lithium Ion battery of more than two hour. • More than 500 hours data storage that can be reviewed played and reprinted. • Build in interface to bi directional central nurse station. • Should have wireless and waterproof transducer. 	01

TENDER DOCUMENT

Sl. No.	Name of the items	Specifications	Qty.
		<ul style="list-style-type: none">• Fetal monitor can be connected to central Monitoring Station and support TCP/IP/Wireless connectivity.• Should have PC connectivity for real time display of fetal monitor data on remote PC.• Should have event marker and twin signal overlap alarm.• Should have inbuilt thermal printer of wide paper size for easy and clear visibility.• Should be provided with wall mounted option.• Twin monitoring should be available.• Should be ISO 13485 and CE certified.• Manufacturing company should have their service setup in Delhi/NCR/Uttarakhand.	

CHAPTER-5**Price Schedule:**

The Tenderer should fill up the annexure (B) as given in the tender booklet and submit it in their financial bid after duly filled up. The bidder should submit its rate/ price details in following format.

Sl.No.	Description of Goods	Name of Manufacturing Firm & Model No.	Quantity (in Numbers)	Unit Rate	Basic Price Rate (4×5)	VAT(Only for Indian Bidder/CST/Excise/Other tax if any	Transportation, Insurance & Other local costs to delivery	Total Amounts (6+7+8)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Price bid format

- The price quoted should be in Indian Rupees & on F.O.R. site i.e.; **Central Store, Dr. Susheela Tiwari Government Hospital in Haldwani-263139 District-Nainital (Uttarakhand)** basis inclusive of all levies and duties except taxes wherever applicable which should be indicated in the offer clearly. The rates of sales/ trade tax should be clearly indicated wherever chargeable. F.O.R Delivery, Transportation Charges if any should be mentioned clearly. If the rates of the Vat/Tax is not mentioned it will be assumed that the Quoted price are inclusive of Vat/Tax.
- No escalation in price will be given. Over and above the total Amounts as mentioned in the price bid.
- Supplier shall furnish the price details in this format, any deviation from this format may cause for rejection of the price bid.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- The price proposal should be submitted in **Financial Bid (Part-II)** In absence of that the Tender will be rejected.

GOVERNMENT MEDICAL COLLEGE, HALDWANI

& its associated Hospitals in Haldwani

CHAPTER-6

ANNEXURE "A"

PART-I TECHNICAL BID

(PLEASE COMPLETE THE FORM & ENCLOSE NECESSARY DOCUMENTS WHERE REQUIRED OTHERWISE THE TENDER WILL BE REJECTED)

1. Name of the Firm :
2. Address :
3. Telephone No. :
4. Fax No. :
5. Earnest Money
(FDR/TDR or B.G no. & Amount) :
6. No. of years of existence :
7. Any previous business :
8. Turnover (Last three F.Y)
(Document to be enclosed) :
9. Supplies in India (reference of
Institutions/Hospital) :
10. No. Of trained Engineers :
11. Service station/maintenance facility:
(Specially in Uttarakhand)
12. Sale Tax/commercial tax Registration No. :
(Attested/Self attested copy attached)
13. Sales Tax/commercial tax clearance certificate:
(Attested /Self attested copy attached)

TENDER DOCUMENT

ANNEXURE "A" (Contd.)

14. original affidavit of ` 10/- Stamp Paper
duly notarized as per the prescribed format
given in the tender document : Yes/ No
(Original attached)
15. Distributorship/Dealership certificate of
The company for which tender has been
Submitted. :
16. Schedule of technical particulars :
(Compliance / Deviation Statement to be enclosed)
17. I/We have read all the terms &
Conditions of tender and : Yes/ No
accepted them in full.

(SIGNATURE)
SEAL

DECLARATION

I/We declare that the information supplied above is true & correct.

(SIGNATURE)
SEAL

- N.B.**
1. If the formalities regarding Technical bid are not complied with, Part-II of tender bid shall not be opened.
 2. The sealed cover of this part shall be subscribed "Tender-Bid Part-I (Technical Bid)".
 3. The tenderer will arrange to demonstrate the offered model for technical evaluation within 15 days time or as per the decision of the purchase committee. Failure to demonstration of the offered item by supplier in stipulated period will attract rejection of the bid.
 4. F.D.R/Bank Guarantee for EMD amount, self attested/attested copies of sales tax/commercial tax registration certificaes upto date, Sales tax/commercial tax clearance certificate, turnover proof, original affidavit for not being black listed, Distributor/Dealership Certificate to be attached with this bid failing which the tender may be considered for rejection.

GOVERNMENT MEDICAL COLLEGE, HALDWANI

Medical College & its associated Hospitals in Haldwani

Annexure: (B)

PART II - FINANCIAL BID

(PLEASE COMPLETE THE FORM & ENCLOSE NECESSARY DOCUMENTS WHERE REQUIRED OTHERWISE THE TENDER WILL BE REJECTED)

1. Name of the firm :
2. Address :
3. Telephone No. :
4. Fax No. :
5. Terms of payment and other condition :
6. List of Prices :
7. Any other details such as delivery schedule :

(SIGNATURE)

SEAL

- N.B.**
1. This part shall be opened only on the satisfactory acceptance of Part-I of Tender Bid as well as satisfactory demonstration of equipment if needed & acceptance by the technical committee.
 2. Ensure that Financial Bid/ price information are not included in Part-I(Technical Bid) otherwise the tender will be rejected. The sealed cover of this part shall be subscribed "Tender Bid Part II (Financial Bid)."
 3. Tenderer should clearly mention the tax, VAT duties and any other levies applicable apart from the price in their offer.
 4. Quote individual prices for every Items mentioning its tender sl. no. The separate sheet can be used for providing the price Information in detail.

CHAPTER-7

This tender form is contained with the Following forms.

- Profoma of Authority letter. The Authority letter can also be submitted in the company letter head as per the respective Principal company's policy

Profoma of Authority letter

Ref. No.

Date:-

T0,

**The Principal,
Government Medical College
Haldwani-263139
District - Nainital
Uttarakhand**

Ref: Tender Notice No.

Dear Sir,

We who are established and reputed manufacturers of having factories at.....and..... do hereby authorize (Name and address of agents) to submit a bid, and subsequently negotiate and sign the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per the Tender conditions and also responsible for providing warranty services and AMC & CMC services directly or through authorized service provider as per the conditions agreed upon for the supply of equipment and services by the above firm against this tender.

Yours faithfully,

NAME OF MANUFACTURER/ DISTRIBUTORS & SIGNATURE WITH SEAL

NOTE : This letter of authority should be on the letter head of the manufacturer/ distributor and should be signed by a person competent and having the power of attorney to bind the manufacturer/ distributor. It should be included by the Bidder in its Technical bid.

Format for Affidavit

(to be executed on `10 non Judicial stamp paper & should be duly notarized)

Ido hereby solemnly affirm and declare as under:-

1. That I am (the Partner/sole proprietor/.....of M/S.....
+
2. That the firm M/S..... has never been debarred/ Blacklisted/ prosecuted by Central Govt. or any state Govt. departments/any other agency for any reason.
3. That we undertake the validity period of the tender will be 365 days from the bid opening date.
4. That the rates quoted against tender no.....due on.....is not higher than those quoted to any other Govt. undertaking/DGS&D or approved in any prevailing Rate Contract for the same items in similar terms.
5. That We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Verified that the contents of my above affidavit are true to the best of my knowledge and belief and nothing has been concealed there in.

Date

Deponent

TENDER DOCUMENT

Performa of LAMC/CAMC Agreement to be executed in Rs. 100/- Non-Judicial Stamp Paper

(By the successful bidder after supply of equipment)

AGREEMENT FOR Comprehensive ANNUAL MAINTENANCE CONTRACT & Labour Annual Maintenance Contract

This Agreement is hereby made on----- day of----- between Principal Government Medical College, Haldwani (Uttarakhand) (herein after referred to as the First Party) and M/S ----- (herein after referred to as the Second Party) for Comprehensive Annual Maintenance Contract & Labour Annual Maintenance Contract (herein after referred to as the CAMC & LAMC) .

Where as the Second Party undertakes the maintenance of -----with reference to the Tender offer no..... & purchase order no-----subject to the following terms and conditions:-

1. SERVICE CHARGES :-

1.1 Labor Annual Maintenance Contract (LAMC) charges will be ` ----- as offered in the price schedule by the bidder. Any other similar equipment can on subsequent date be included in this agreement by the First Party intimating the Second Party in writing on the identical terms & conditions on prorata basis for the balance period. LAMC shall constitute, the Second Party going to the installation site of first party and providing all labor necessary to maintain the equipment covered by the LAMC in proper running condition and will include the diagnosis and correction of mall functions and factors. In case of LAMC, the cost of spare parts shall be borne by the First Party but the Second Party shall provide the company's FOB/FOR price list of spare parts at the beginning of each year in which the LAMC is due.

1.2 Comprehensive Annual Maintenance Contract (CAMC) charges will be ----- as offered in the price schedule by the bidder. Any other similar equipment can on subsequent date be included in this agreement by the First Party intimating the Second Party in writing on the identical terms & conditions on prorata basis for the balance period. CAMC shall constitute, the Second Party going to the installation site of first party and providing all services including parts, spares, labour etc., necessary to maintain the equipment covered by the CAMC in proper running condition without any extra charges. It will also include the diagnosis and correction of mall functions and factors in the said equipment. In case of replacement of part/ spares/equipment it should be brand new & to be made with the consent of the first party. No exclusion of parts are allowed for CAMC unless it is mentioned as consumable parts in the bid/tender offer.

The First Party shall have the choice for opting for either the LAMC or CAMC or no AMC by the end of the effective guarantee/free service period. The First Party shall inform the Second Party in writing about its decision in the matter and accordingly, the service shall be rendered by the Second Party and charges payable by the First party to the Second Party.

2. PERIOD :-

The LAMC/CAMC shall start from the next day on which the effective Guarantee/Warrantee/ free service ends or on providing first preventive service after completion of Guarantee/Warrantee/ Free service period as per this agreement-whichever is later- for a period of 7 years. In case the said equipment is not condemned by the second party after a period of 10 years from the date of installation, the second will extend the CAMC/LAMC further for a period of 05 years at the same rate and escalation as quoted in the previous years. No additional cost will be paid by the first party for any upgradation of any kind for the said equipment. If any upgradation is needed in the said equipment it will be done solely by the second party at its own expenses.

3. TAXES AND DUTIES: -

All Taxes & duties including service tax are included in the contract price.

4. PLACE :

The place of maintenance of equipment will be the installation site (**address**). In the event of any major break-down, if repairs cannot be carried out at the site, then the defect can be got rectified at any service-center as the Second Party may think proper. But dismantling, packing, insurance, forwarding and transportation charges, etc. if any would be borne by the Second Party.

SECURITY DEPOSIT/BANK GUARANTEE :-

TENDER DOCUMENT

The second party has to submit the bank guarantee amounting 2.5% of the total cost of equipment at the time of execution of purchase order and before release of final payment of the equipment. The said bank guarantee will be released after successful completion of the CAMC/LAMC Period.

PAYMENT :-

The payment of the second party would be released by the first party on quarterly/half yearly/yearly installment basis on the satisfactory completion of the services for the relevant period.

TERMINATION OF CONTRACT :-

The second party cannot stop providing LAMC or CAMC unless until alternative arrangement is made for providing such services by the second party and approved by the first party in writing. First Party shall be entitled to terminate the contract with three full calendar months' prior notice in writing to the second Party. However, the Second Party will have to carry on the LAMC or CAMC Service even after expire of the said period till alternative arrangement is made for the Second Party, by the First Party.

SCOPE: -

- (A) The equipment covered under this contract shall be repaired, rectified as and when the same is reported to be out of order. Replacement of parts, tubes, cables etc., shall be subjected to their availability and no additional service charges for replacement of such items on the equipment shall be payable by the First Party. The cost of the spares would however be borne by the first party.
- (B) The Second Party will ensure the preventive maintenance of the equipment. The representative of the Second Party will visit the Hospital periodically twice/thrice/quarterly in a year to check, repair and service the equipment for preventive maintenance. Apart from this the engineer of the Second Party will attend the break-down calls within 3 Calendar days from the time of receiving the information by any means (Telephone, Fax, e-mail, Post, Courier etc.) from the First Party and for this no extra charges will be paid by the First Party. A minimum three services in a year for the equipment shall be ensured by the Second Party.
- (C) Replacement of any part will be done at the sole discretion of the CMS/MS/Officer-in-Charge of the Hospital in consultation with the Second Party.
- (D) In case of Labor AMC, spare parts- requiring replacement- and which may have to be imported will be procured by the First Party at its cost or by the Second Party at the behest of the First Party in accordance with the relevant provisions enforced at the time. In such a case when the Second Party procures the spare parts, the First Party shall pay the FOB/FOR value to the Second Party and Indian Agency Commission/ Technical Service Charges etc. if any, would not be payable. However, in special circumstances it shall be subjected to negotiation.

9. UPTIME GUARANTEE :-

During Comprehensive contract Period the Unit must function in totality for 325 days in a year. In case of non-compliance of the above a financial penalty at the rate of 0.75% of the CMC value per day shall be imposed and equivalent amount shall be deducted from the CMC value. During Comprehensive Maintenance Period the unit must be made functional within 7 working days (including response time) from the time a defect is reported to the bidder. In case, a replacement of defective item / Unit needs more than 7 working days, as an interim solution the bidder must take available a service unit / part for complete functioning of the Unit within the same specified time frame as mentioned above. However, the defective item must be replaced within 30days.

10. PENALTY CLAUSE :-

During Comprehensive contract Period the Unit must function in totality for 325 days in a year. In case of non-compliance of the above a financial penalty at the rate of 0.75% of the CMC value per day shall be imposed and equivalent amount shall be deducted from the CMC value. During Comprehensive Maintenance Period the unit must be made functional within 7 working days (including response time) from the time a defect is reported to the bidder. In case, a replacement of defective item / Unit needs more than 7 working days, as an interim solution the bidder must take available a service unit / part for complete functioning of the Unit within the same specified time frame as mentioned above. However, the defective item must be replaced within 30days.

TENDER DOCUMENT

11. ARBITRATION: -

- a. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
 1. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
 2. Arbitration proceedings shall be conducted in accordance with the rules of procedure
 3. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.
 4. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
 5. In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules and Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third or sole Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chief Justice of India or the person or institution designated by him may appoint an arbitrator of a nationality other than the nationalities of the parties where the parties belong to different nationalities Indian Council of Arbitration.
6. " International Commercial Arbitration" means an arbitration relating to disputes arising out of legal relationship, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is;
 - a. An individual who is a national of, or habitually resident in, any country other than India;
 - b. A body corporate which is incorporated in any country other than India; or
 - c. A company or an association or a body of individuals whose central management and control is exercised in any country other than India; or
 - d. The Government of a foreign country.
7. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.
8. Arbitration proceedings shall be held at Haldwani (Uttarakhand) India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
9. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

TENDER DOCUMENT

12. ASSIGNMENTS: -

The Second Party will not assign the job or part of the contract to any other firm without the consent of First Party in writing.

13. BREAK-DOWN NOTICE TO SECOND PARTY: -

Breakdown would be identified by the principal/CMS/MS/Officer-in-Charge of the institution and would be reported to the Service Engineer/ Office of the Second Party by an appropriate mode of communication, which shall be confirmed in writing also.

In witness whereof, the Authorized Representatives of both the Parties have herein set their hands and seals and signed on the date and year first above written.

Signed on behalf of the First Party :

Signed on behalf of the Second Party :

Signature:

Signature:

Designation/Seal :

Designation/Seal :

Place :

Place :

Date:

Date:

Witness

Witness 1

1.

2.

Witness

Witness 2

2.

